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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

HIS HONOUR Judge EDGE has been transferred from the Devonshire County Courts (Circuit No. 58) to the Metropolitan County Court (Circuit No. 41), and Mr. ROBERT WOODFALL has been appointed to the county courts vacated by Judge EDGE. Mr. WOODFALL was called to the Bar in 1883.

THE INCONVENIENCE and delay to ordinary litigants caused by the protracted nature of the trial of patent actions has for a long time been a subject of complaint, and it is to be hoped that some good result will follow from the remarks made by the Lord Chancellor in the course of his judgment in *Gormully* v. *North British Rubber Co.* In his view, apparently, the proper way to deal with such cases, if the trial cannot be brought within reasonable limits, is for the court to order them to be tried before a referee. By section 14 of the Arbitration Act, 1889, provision is made for such reference in cases involving any scientific investigation "which cannot in the opinion of the court or a judge conveniently be made before a jury or conducted by the court through its other ordinary officers," and it is clear that a patent action may involve scientific investigation within the meaning of this provision (*Saxby* v. *Gloucester Wagon Co.*, W. N., 1880, p. 28). A reference, however, is at best an unsatisfactory expedient, and especially in a class of actions which frequently involve interests of great pecuniary magnitude. The proper solution of the difficulty has been frequently suggested. What is required is a special court for the trial of patent actions, and the assignment of a judge specially for the work of the court. This would mean the appointment of an additional judge; but now that the Lord Chancellor has had his attention called to the exigency of the matter, it ought to be possible to secure such an appointment. There is abundant reason for withdrawing patent cases from the ordinary lists, so that they shall not for days together interrupt business; but this withdrawal must be simultaneous with the provision of a suitable tribunal to which they can be transferred. The Lord Chancellor admits that it is most satisfactory that patent cases

should be determined in an ordinary court, and the institution of a special tribunal would remove all ground of complaint, and also facilitate the disposal of the general business of the courts.

But while patent actions frequently consume an excessive amount of time, they have a justification for their length which is lacking in some other cases. The issues before the court depend upon scientific points, which require careful and prolonged examination, and unless the judge is himself a scientific expert he has to go through a course of education before he is in a position to decide upon the facts and to apply to them the appropriate law. It is different where the trial is spun out because it presents matter of great popular interest. The recent death of the "Tichborne claimant" recalls perhaps the most flagrant instance of this misuse of the procedure of a court of justice. It is difficult now to realize how those who had the conduct either of the civil or the criminal proceedings could have consented to extend them to such an inordinate length, or how the presiding judges could have allowed it. A speech of twenty-six days, such as the late Lord Chief Justice delivered for the defence in the civil action, is doubtless a great performance, and, in consequence of the extraordinary conflict of testimony as to Arthur Orton's identity, there was an immense mass of material with which to deal. But in such a case the very length of the proceedings defeats their object. Whether the persons charged to decide the matter are judges or jurymen, their capacity to receive facts and arguments is limited, and for practical purposes the short speech, with its neat marshalling of facts and its concise presentment of arguments, is the most effective. In ordinary cases this is the quality which counsel attempt to import into their speeches, and otherwise business would become impossible. In extraordinary cases, doubtless, some latitude must be allowed. Judges, counsel, and witnesses are human, and with the public, represented by the newspaper reporter, eagerly looking on, there is no great disposition to hurry over the matter. But popular interest does not excuse the reckless waste of the time of courts of law, and the Tichborne case will, it is to be hoped, remain as a "record" offender in this respect.

When we referred last week to some observations made by Mr. H. W. Challis in the preface to the new edition of Hood and Challis on the Conveyancing and Settled Land Acts, we little thought that the author of the observations was lying at the point of death. His health was always somewhat delicate, and on the 1st inst. he succumbed to an attack of influenza. By his death we have lost one of the comparatively few profoundly learned real property lawyers of this generation. His attainments were the admiration of his friends long before, by the publication of his treatise on the Law of Real Property, they became generally known to the profession. The labour he bestowed upon that work was enormous. He believed in Lord Coke's remark that "There is no knowledge, case, or point of law, seem it of never so little account, but will stand our student in stead at one time or other; and therefore, in reading, nothing is to be pretermitted" (Co. Litt. 9*a*), and he acted upon it to the fullest extent in the preparation of the book. He met with his reward; the treatise established his reputation, and he acquired a good practice; but, as he himself wrote in our columns of his friend the late Mr. W. B. Trevelyan, "he never pushed himself into the prominence of a 'great practice,' such as has been attained by many inferior men; and he probably did not desire it." Eminently scholarly, fastidious, and high-minded, he scorned any attempt to attain distinction or popularity. Yet there was no greater favourite among his brethren at the equity bar. His genuine kindliness, old-world courtliness of manner, and readiness to open his treasures of learning to anyone who had a knotty point to consider in the course of practice, endeared him to them; and there have been few men at the bar whose loss has been more deeply regretted. For many years he was a frequent contributor to this journal, and up to almost the close of his life he was always ready to give our readers, upon any matter which interested him in connection with his favourite branch of law, the benefit of his learning and singularly acute intellect.

It has been held by Kekewich, J., in *Re Brooke and Tremlin's Contract* that a married woman who is a mortgagee under a mortgage made in 1895, and who owns the mortgage money as her separate property, can convey the mortgaged property without the concurrence of her husband and without the necessity of acknowledging the deed. But for the decision of North, J., in *Re Harkness and Allsopp's Contract* (44 W. R. 683; 1896, 2 Ch. 358) the point would have been too clear for argument. Under the Married Women's Property Act, 1882, a married woman is enabled to dispose of property acquired after the Act as if she were a *feme sole*, and there is no reason for excluding this power in the case of land which she has acquired under a mortgage. In *Re Harkness and Allsopp's Contract*, however, it was held that a married woman who was a trustee of real property could not convey, except with the concurrence of her husband and by deed acknowledged. The ground of the decision was that section 18 of the Act expressly enables a married woman who is trustee of certain classes of personal property to transfer as a *feme sole*, and it would seem, therefore, that the same facility is not extended to the case where the married woman is a trustee of real estate. The conclusion is helped by the consideration that the initial clauses of the Act, conferring on married women a general power of disposition, appear to contemplate only property in which she is beneficially interested. The result is highly inconvenient. Probably it is due to oversight on the part of the draftsman of the Act, and clearly it should not be extended. The only ground for applying it to the case of a mortgage would be that the mortgagee is a trustee for the mortgagor, but this is not so. While the mortgage is subsisting, the mortgagee is interested in the land on his own account; the mortgagor only has the equity of redemption. Hence a married woman who is a mortgagee can convey as a *feme sole*, notwithstanding *Re Harkness and Allsopp's Contract*. And after the mortgage has been paid off she is, as Kekewich, J., pointed out, a bare trustee, and can convey as a *feme sole* under section 16 of the Trustee Act, 1893.

The clause frequently inserted in partnership articles giving to the partners power to expel one of the firm in case of breach of duty or incapacity requires to be exercised in good faith or it may become an instrument of grave oppression. In the recent case of *Barnes* v. *Youngs* (46 W. R. 332) Romer, J., has placed a qualification upon its exercise which will prevent any such result. The articles there contained a very comprehensive clause giving the partners power to expel one of their number under a variety of circumstances. The expulsion was to take effect upon notice in writing being served upon the expelled partner, but provision was made for a reference to arbitration if any question arose whether a case had happened to authorize the exercise of the power. In consequence of information which the defendants had received as to certain conduct of the plaintiff, they, without warning and without giving an opportunity of explanation, served notice of expulsion upon him. The action was thereupon commenced by the expelled partner to prevent the expulsion and the consequent dissolution of partnership from taking effect, and the defendants, the other partners, moved to stay the proceedings and to refer the matter to arbitration. In the opinion of Romer, J., however, the defendants had not placed themselves in a position to require arbitration under the articles. A notice of expulsion involves a decision by the partners upon the conduct of the expelled partner, which is in the nature of a judicial decision; and the decision should not be arrived at, and the notice served, until the partners have proceeded in a judicial manner, and have given the impeached partner a chance of offering an explanation. "I think," said the learned judge, "that partners are not entitled to spring a notice of dissolution on their co-partner without the slightest preliminary notice being given to him, and without calling his attention in the slightest degree to any alleged cause of complaint, and without giving him the slightest opportunity of

meeting the case which is alleged against him." In the present case no such opportunity had been given, and consequently the right to serve a notice of dissolution had not arisen. The notice which was served was consequently bad, and ROMER, J., declined to stay the plaintiff's action.

UNTIL PARLIAMENT interferes, it does not seem at all likely that there will be any end to the cases which keep coming before the High Court on the Betting Houses Act, 1853, involving the question whether some place or other is, or is not, a "place" within the meaning of that Act. Another of such cases was before the Court for Crown Cases Reserved last Saturday in *Reg.* v. *Humphrey*, and it was obvious from the tone of their judgments that the judges of the Queen's Bench Division do not consider their court bound by the decision of the Court of Appeal in *Powell* v. *The Kempton Park Racecourse Co.* (46 W. R. 8; 1897, 2 Q. B. 242), though of course they express the utmost respect for that decision. HAWKINS, J., especially was careful to state that no word of his must be taken as approving of that case. The recent case was very different from the Kempton Park case. It had nothing to do with enclosures on racecourses. The defendant was convicted under the Act of illegally using a certain archway in the city of Leeds, which he frequented at the same hour of the day, for the purpose of betting with any person who should come to the archway for that purpose. The court, therefore, in upholding the conviction, were able to do so without dissenting from the Kempton Park case. It will be interesting to see how the judges will treat a case which raises the same point. It is quite clear that no court can overrule a judgment of the Court for Crown Cases Reserved, and this court gave a final decision in *Hawke* v. *Dunn* (45 W. R. 359; 1897, 1 Q. B. 579). The Court of Appeal, however, refused to follow it in the Kempton Park case, and now these two courts appear to be at issue, and each seems likely to hold to its own expressed opinion. Under such circumstances it has become almost imperative that Parliament should take up the question, and, if possible, lay it at rest once for all. The task would be no easy one, and any proposed legislation would probably meet with much opposition. One very unsatisfactory feature in the decision of the Court of Appeal is that the action was really a collusive one. The Act of 1853 commences with a preamble, "Whereas a kind of gaming has of late sprung up." It was admitted that the kind of gaming in question had been carried on since the beginning of this century. That admission had evidently an important bearing on the judgment of the court, but it clearly weakens the authority of that judgment, and WILLS, J., expressed an opinion that it is little short of a scandal that the leading authority on the subject should have been obtained under such circumstances. Anyhow, "muddle" is the only word which adequately expresses the state of the law as to betting. The authorities are irreconcileable, and the position is quite unseemly. The sooner legislation puts an end to the existing state of things the better will it be for the dignity of the law.

IN THE recent case of *Clyde Cycle Co.* v. *Hargreaves* the oft-raised question, what are necessaries suitable for an infant? was again under consideration. It was held in that case, by a county court judge, when sitting alone without a jury, that a racing bicycle purchased by the defendant for £12 10s., which had been used by him for racing purposes as well as for exercise on the road, was an article of utility suitable for his circumstances and station in life, which was that of an apprentice to a scientific instrument maker, at a salary of 21s. a week. In affirming this judgment, the Divisional Court (Lord RUSSELL, C.J., and RIDLEY, J.) held that, since the county court judge was acting as both judge and jury, his decision could not be reviewed if, in their opinion, the case was a proper one to have been left to a jury—that is to say, one in which there was evidence to justify a jury in finding for the plaintiff on the question of whether the bicycle supplied to the defendant was or was not "necessaries." This decision is fully in harmony with what was laid down in the leading case of *Ryder* v. *Wombwell* (L. R. 4 Ex. 32), and likewise derives support from the statutory definition of "necessaries" contained in section 2 of the Sale of Goods Act, 1893 (56 & 57 Vict. c. 71). Moreover, it upholds the rule which ought always to be strictly adhered to in the interest of the public—namely, that the power of appealing from the county court is, as it always has been, limited to those cases in which one of the parties is dissatisfied with "the determination or direction of the judge in point of law or equity, or upon the admission or rejection of any evidence" (51 & 52 Vict. c. 43, s. 120), and that, therefore, where there is no jury, the judge's findings of fact (if upon *some* evidence) are final, and cannot be questioned (*Cousins* v. *Lombard Deposit Bank*, 1 Ex. D. 404; *Smith* v. *Baker*, 1891, A. C. 325), though an appeal will lie where it is clear that in coming to a conclusion on the facts he *must* have taken an erroneous view of the law: *Cawley* v. *Furney* (12 C. B. 291), *Cuthbertson* v. *Parsons* (12 C. B. 304).

WHERE A person whose goods have been stolen takes back the goods, or receives some other valuable consideration, upon an agreement not to prosecute the thief, he is guilty of the misdemeanour which was anciently known as *theftbote*, but which is now called compounding a felony. An indictment for the misdemeanour is very seldom indeed met with in the criminal courts, although no doubt it is an everyday offence. Such an agreement, however, is clearly illegal, and therefore cannot be enforced in an action at law. An example of this came before GRANTHAM, J., a few days ago in the Queen's Bench Division. In this case it appeared that the plaintiff had had a clerk whom he suspected of embezzlement, and who confessed his guilt. The plaintiff threatened to prosecute the clerk, but some friends of the latter, amongst whom was the defendant, contributed and handed to the plaintiff a part of the sum that had been misappropriated, and the defendant gave the plaintiff a bill of exchange for the balance. No criminal proceedings were taken. The action was brought on the bill of exchange, and was defended on the ground that the bill was given for an illegal consideration—namely, to compound a felony. The judge found as a fact that the bill had been accepted by the defendant because the plaintiff had threatened to prosecute his clerk, and gave judgment for the defendant. This was clearly in accordance with the defence set up, although no doubt the agreement not to prosecute was merely implied. After this finding of fact there was no room for doubt as to the law on the subject. The circumstances of the case, however, are of sufficiently uncommon a nature to deserve some passing notice, and the case supplies a good example of an important legal principle.

A CASE affecting county court bailiffs and the fees chargeable by them on levying a distress for rent has recently been determined—namely, *Duncombe* v. *Hicks*. There, by arrangement with the tenant, the man put in possession by the bailiff agreed to substitute, for "full possession," what is called "walking possession"—that is to say, instead of remaining in possession, he agreed with the tenant to leave on receiving the key of the premises, together with a written authority from the tenant to re-enter as and when he (the bailiff's man) so pleased. Full possession fees having, under these circumstances, been charged, it was held by the county court judge that they were not payable, and that, moreover, the bailiff's certificate must be cancelled. On appeal to the High Court, the Divisional Court (WRIGHT and DARLING, JJ.) declined to interfere in any way with the discretion exercised by the county court judge, and likewise expressed a doubt as to whether they had power to amend so much of his decision as related to the cancellation of the certificate. That the High Court does not possess the power in question is, we submit, clear from the language of section 33 of the County Courts Act, 1888, which enables the high bailiff to appoint bailiffs to assist him, and at his pleasure to dismiss all or any of them, and appoint others in their place, and provides that "*every bailiff so appointed may be suspended or dismissed by the judge.*"

Mr. Justice Channell has fixed Friday, the 6th of May, as the commission day for the Spring Assizes at Leeds.

RESERVE CAPITAL.

The Court of Appeal have held in *Bartlett* v. *Mayfair Property Co.* (*Limited*), affirming the decision of Wright, J. (46 W. R. 199), that an effective mortgage cannot be made of capital of a limited company which by a special resolution passed under section 5 of the Companies Act, 1879, has been declared not to be capable of being called up except in the event and for the purpose of a winding up. Having regard to the current of decisions hitherto upon mortgages of uncalled capital, it was by no means clear that this was the correct view, and the argument in the judgment of Lindley, M.R., is based upon the analogy of the operation of the Act of 1879 in the case of unlimited companies rather than upon considerations applicable to limited companies.

Originally there was, as is well known, no little doubt as to the validity of any charge on uncalled capital. Such a charge, it was said, involved an interference with the discretion which the directors ought to exercise in making calls (see *Stanley's case*, 12 W. R. 894, 4 De G. J. & S. 407). But in *Re Phœnix Bessemer Steel Co.* (32 L. T. 854) Jessel, M.R., held the objection to be untenable, and in subsequent cases the controversy has turned rather on the words of the power in the memorandum or articles of association authorizing the mortgage of uncalled capital, than on the possibility of such power being conferred. In *Re Pyle Works* (*Limited*) (38 W. R. 674, 44 Ch. D. 534) it was held by the Court of Appeal that a mortgage of uncalled capital, when properly authorized by the constitution of the company, was effectual to charge calls made by the liquidator in a winding up equally with calls made by the directors; and the validity of such mortgages was further affirmed by the Privy Council in *Newton* v. *Anglo-Australian Investment Co.* (43 W. R. 401; 1895, A. C. 244).

The section upon which the question in *Bartlett* v. *Mayfair Property Co.* has arisen provides, in the first instance, for the case of unlimited companies which are being registered as limited under section 179 of the Act of 1862. Such a company may, upon the registration, increase the nominal amount of its capital by increasing the nominal amount of its shares, but in this case no part of the increased capital is to be capable of being called up except in the event of, and for the purposes of, the company being wound up. The Act, it may be noticed, was passed in consequence of the hardships incident to unlimited liability which were revealed by the failure of the Glasgow Bank in 1878, and the device of reserving a part of the capital for use only upon a winding up was adopted as a means of reconciling limited liability with the credit which a company had possessed when unlimited. An unlimited company might also upon registration with limited liability, instead of increasing its nominal capital, reserve in the same manner a portion of its existing uncalled nominal capital.

After making the above provision for the case of unlimited companies, section 5 proceeds: "A limited company may by a special resolution declare that any portion of its capital which has not been already called up shall not be capable of being called up, except in the event of and for the purpose of the company being wound up; and thereupon such portion of capital shall not be capable of being called up, except in the event of and for the purposes of the company being wound up." It was upon this provision that the Mayfair Property Co. acted. The company was registered in August, 1892, with a nominal capital of £50,000 in 5,000 shares of £10 each. The sum of £4 5s. per share was called up, and by a special resolution passed under section 5 of the Act of 1879 in September, 1892, it was declared that £5 per share should not be capable of being called up except in the event of and for the purposes of the company being wound up. Both the memorandum and the articles of association authorized the creation of a charge on the uncalled capital, and in 1894 the company issued first mortgage debentures charged on all its property, both present and future, including the uncalled capital for the time being. A winding-up order was made in August, 1896, and the debenture-holders claimed that their security extended to the capital which thereupon became capable of being called up.

Taking the provision quoted above apart from the preceding clauses relating to unlimited companies, it would seem that it is capable of the construction thus sought to be put upon it. The "purposes of the winding up" include the payment of all creditors, whether secured or not, in their due order, and the use of these words does not necessarily prohibit the application of the reserve capital to the payment of creditors who have acquired a specific charge upon it. It must be admitted, however, that a strong argument against this view is afforded by the juxtaposition of the clauses dealing with the registration of unlimited companies as companies having limited liability. As long as the liability was unlimited the capital at the disposal of the directors comprised, as the Master of the Rolls in his judgment in the present case pointed out, only the nominal amount of the shares. In a winding up the calls which the liquidator could make were unlimited, but previously to the winding up no call beyond the nominal amount of the shares could be made, nor could the proceeds of calls beyond such nominal amount be in any way pledged. It is natural to infer that when, by the Act of 1879, the Legislature made it possible for the company to substitute for this unlimited liability in winding up a limited liability represented by the nominal capital specially reserved, the same qualities should attach to calls made upon this reserve capital as had previously attached to calls made in a winding up in excess of the nominal value of the shares—that is, the calls on the reserve capital were meant to be excluded altogether from the control of the directors, and never to be available for any purpose whatever until a winding up had occurred.

But if this is the true effect of the section as to unlimited companies it may reasonably have the same effect when it uses precisely similar language with regard to limited companies. Thus here again the reserve capital is removed from the control of the directors and is kept intact for the liquidator to apply in the course of the winding up. "The prohibition," said Lindley, M.R., "against calling up the reserve capital in the case of limited companies is inserted for precisely the same purpose as in the case of unlimited companies—viz., to preserve such capital for the general purposes of the company when wound up. To interpret the section so as to enable a company to defeat this object by pledging or otherwise disposing of its reserve capital is, in my opinion, entirely to miss the real meaning of the Legislature as expressed in the language it has used. Neither the Act of 1879 nor the other Companies Acts give a company power to dispose of assets which cannot come into existence until it is wound up. To hand over the reserve capital or any part of it when called up to a prior assignee, or to a mortgagee who has no claim against the assets until he has realized or given up his security, is not to apply the reserve capital for the purposes of the company being wound up within the true meaning of that expression as used in section 5, but to prevent such application."

Apart from technical considerations, the construction thus adopted gives greater utility to the provision in question. As already pointed out, one object of creating a reserve capital is to increase the general credit of the company, and directly the reserve capital is pledged—if this were possible—the additional source of credit would be gone. So far as the liability of the shareholders is concerned the result is the same, for in no case could the capital be called up till a winding up, and when this occurred they would not be affected by the order in which the secured and unsecured creditors were paid. But otherwise the resolution creating the reserve capital would become inoperative, and upon a mortgage being created it would cease to be available for the general creditors. Under the present decision such a result will not be possible.

CORRESPONDENCE.

A REMARKABLE ADVERTISEMENT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I venture to bring to your notice the enclosed advertisement which has appeared in a daily paper for several days in succession.

2, Hare Court, Temple, April 4. Henry C. A. Bingley.

[The following is the advertisement referred to: "To Barristers.—A gentleman, recently called, with some capital, can be introduced to good practice by an established solicitor.—Address, ———."]

CASES OF THE WEEK.

Court of Appeal.

Re **PIERCY, WHITWHAM** *v.* **PIERCY.** No. 2. 10th and 11th March.

ADMINISTRATION OF ESTATE—CHARITABLE GIFT—IMPURE PERSONALTY—POWER OF SELECTION GIVEN TO TRUSTEES—SELECTION OF CHARITIES AUTHORIZED TO TAKE IMPURE PERSONALTY.

Appeal of the defendants from a decision of North, J. By his will, dated the 5th of December, 1883, Benjamin Piercy, the testator, directed his trustees to apply one-tenth of his estate over and above £110,000 "to such charitable institutions and objects as my trustees may determine." The testator died on the 24th of March, 1888. In an action commenced by the trustees of his will the usual administration decree was made on the 21st of January, 1889. On the 14th of December, 1896, the plaintiffs took out a summons in the action to have it determined what was the Attorney-General's interest under the above bequest in (1) the *corpus* of the testator's estate, and (2) the income accrued thereon and thereafter to accrue. On the 27th of November, 1896, the Attorney-General took out a summons asking that no further payment be made under the order on further consideration of the 15th of January, 1896, out of the income of the estate of certain quarterly sums therein mentioned, except upon certain stated conditions. The two summonses came on together for hearing before North, J., who, following *Lewis* v. *Allenby* (18 W. R. 1127, L. R. 10 Eq. 668), held that the charitable bequest applied not only to pure personalty but also to impure personalty and proceeds of realty; that the power of selection or determination could not be properly exercised except in favour of such charitable institutions as were at the testator's death empowered by law to hold real estate or impure personalty, notwithstanding the statute 9 Geo. 2, c. 36 (the Mortmain Act). The defendants appealed.

THE COURT (LINDLEY, M R., and RIGBY and VAUGHAN WILLIAMS, L.JJ.) dismissed the appeal.

LINDLEY, M.R.—The real question in this case is whether this court is prepared to overrule Stuart, V.C., in *Lewis* v. *Allenby* (*ubi supra*). I will read the passage. [His lordship read from the judgment of Stuart, V.C., and continued:] I will state our view of the true principle which governs this case. I cannot read this as a bequest to any charitable institution at all so far as the testator is concerned; the trustees may appoint to any charity; and until that power is exercised no appointment can be made. If they appoint to some charitable institution which is not capable of taking, and that appointment is read into the will, that cannot hold good. If the case came before us now for the first time I should have thought on principle that the Mortmain Act did not hit it. If we look at the authorities, I think *Lewis* v. *Allenby* (*ubi supra*) is right. I cannot follow the Vice-Chancellor's reasoning, but I find the case referred to in text-books, and I don't know that it has ever seriously been contested; it has certainly presented difficulties, and has been followed by Pearson, J., in *Re Ovey*, *Broadbent* v. *Barrow* (33 W. R. 821, 31 Ch. D. 113), and by North, J., in *Re Seton Smith* (in note to *Re Piercy*, *Whitwham* v. *Piercy* (23 L. T. Rep. 732)). The true principle is that on which Lord Hardwicke proceeded in *Grimmett* v. *Grimmett* (Amb. 210), and I think there is nothing amiss in this gift to the trustees. It is said that this decision is inconsistent with *Baker* v. *Sutton* (1 Keen 224) and *Johnston* v. *Swann* (3 Madd. 457), which were not cited before the Vice-Chancellor, and those decisions are opposed to the view taken by him. It is quite possible that in those cases the trustees may not have claimed the right of selection, and if so they are not opposed; if they did, then they are opposed to the decision of the Vice-Chancellor, and I say he is right. This is an ordinary power of appointment which may be properly or improperly exercised. The appeal must be dismissed.

RIGBY, L J.—I am of the same opinion. I much prefer to treat this case as one of principle quite apart from authority. The principle of law applicable to the case is clearly laid down in *Lewis* v. *Allenby* (*ubi supra*). For my purpose I need only refer to one case, a decision of the Court of Appeal: *University of London* v. *Yarrow* (5 W. R. 543, 1 De G. & J. 72) which sufficiently sums up the previous authorities. [His lordship discussed that case at length, and continued:] If the testator has pointed to two objects, one of which is lawful and the other unlawful, and has given the trustees power to select the lawful one, it is impossible to say that the bequest is void. In the present case there is a power in the trustees to select objects perfectly within the Act. There is no doubt about the testator's intention that all this fund should go to charities. It would be impossible to hold, if there had never been such a case as *Lewis* v. *Allenby* (*ubi supra*), that the gift was not good. No gift of mixed personalty to an unexempt charity would operate as a good gift, and the trustees would know plainly that they would be doing that which would frustrate the testator's intention if they applied any part of this fund to unexempted charities. *Baker* v. *Sutton* and *Johnston* v. *Swann* (*ubi supra*) I take to have been overruled if and so far as they are inconsistent with *Lewis* v. *Allenby* (*ubi supra*).

VAUGHAN WILLIAMS, L.J., gave judgment to the same effect. Appeal dismissed.—COUNSEL, *Swinfen Eady*, Q.C., and *Badcock*; *Sir Richard Webster*, A.G., and *Ingle Joyce*; *Cozens-Hardy*, Q.C., and *Frederick Thompson*. SOLICITORS, *Crowders & Vizard*; *Solicitor to the Treasury*; *Field, Roscoe, & Co.*, for *Evan Morris & Co.*, Wrexham.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

High Court—Chancery Division.

Re **WEST RANDT PROPRIETARY (LIM.).** North, J. 1st April.

COMPANY—CONTRACT—CONSIDERATION INSUFFICIENTLY STATED—SHARES FULLY PAID UP—RECTIFICATION OF REGISTER—COMPANIES ACT, 1867 (30 & 31 VICT. c. 131), s. 25.

This was an application for the rectification of the register by the cancellation of shares issued as fully paid up under the following circumstances. On the 20th of March, 1896, an agreement was made for the sale to the Western Main Reef Gold Mining Syndicate of 275 mining claims described in the schedule. On the 16th of October, 1896, an agreement was made for the sale of these claims to the company, the property being only described by reference to the agreement of the 20th of March, 1896. The agreement of the 16th of October, 1896, was filed on the 19th of October, 1896, and 20,000 shares were issued under it to the vendor, who, on the 26th of October, transferred these shares for a nominal consideration to Davenport. The latter then distributed the shares among the persons mentioned in the notice of motion, and the company gave them certificates that the shares were fully paid. It was doubtful, however, if the company was estopped from shewing that the shares had not in fact been fully paid, inasmuch as all the transfers had been for nominal considerations, so that *Burkinshaw* v. *Nicolls* (26 W. R. 819) did not apply. From *Re Kharaskoma Syndicate* (1897, 2 Ch. 451) it appeared that the full consideration for the contract must be set out in the contract that was actually filed, and Kekewich, J., in *Re Maynards* (*Limited*) (W. N. 1898, 22 (5)) held that in a case exactly similar to the present a contract filed which merely referred to a schedule in another document was insufficient. The application asked that the names of the persons who had transferred their shares should be struck off the register as well as the persons who were now actually upon the register, on the ground that they might be put upon the B list of contributories.

NORTH, J., said that there was no distinction between *Re Kharaskoma Syndicate* and *Re Maynards* (*Limited*), in each case what each person gives and takes must be clearly shewn in the contract filed. He could not take any name off the register except that of a registered shareholder. If the notice of motion was amended by making it apply to the persons at the present time actually registered as shareholders, and the consent of a secured creditor who had been referred to was obtained, and an affidavit of the present holders of shares produced, he might be able to make the order.—COUNSEL, *Stewart Smith*; *Whittaker*. SOLICITORS, *Loughborough*; *Gedge, Nisbet, & Drew*.

[Reported by G. B. HAMILTON, Barrister-at-Law.]

Re **CALCOTT AND ELVIN'S CONTRACT.** Kekewich, J. 31st March.

BANKRUPTCY—ORDER OF ADJUDICATION—ORDER FOR SUMMARY ADMINISTRATION—VESTING OF PROPERTY—"DEED OR CONVEYANCE"—PRIORITY—REGISTRATION—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), ss. 20, 54, 121.

By an indenture of the 7th of February, 1881, certain leasehold premises in Maida-vale, London, were leased to Michael Death for forty-one years. By two indentures of mortgage dated respectively the 4th of September and the 25th of December, 1894, Death mortgaged the premises to G. L. B. Calcott to secure moneys advanced to him by Calcott. These mortgages were duly registered in the Middlesex Land Registry on the 10th of October and the 29th of December, 1894. Death having made default Calcott entered into possession and in exercise of his power of sale as mortgagee on the 16th of November, 1897, contracted to sell the premises to T. G. Elvin. Just before completion the purchaser Elvin discovered that Death was an undischarged bankrupt, and that an order dated the 28th of January, 1887, had been made under the Bankruptcy Act, 1883, s. 20, adjudging him a bankrupt, and an order dated the next day had been made for the summary administration of his estate under section 121 of the Act. Under these orders the official receiver became Death's trustee in bankruptcy. No memorial of his title was, however, registered by the official receiver. The purchaser refused to complete, but the vendor, alleging that the official receiver's title was void for want of registration under the Registration Act, 7 Anne, c. 20, s. 1, took out this summons, asking for a declaration that, notwithstanding the bankruptcy of Death, the vendor, as mortgagee, had shewn a good title to the premises. The purchaser contended that the orders making Death a bankrupt and for the summary administration of his estate were not "deeds or conveyances" requiring registration within 7 Anne, c. 20, s. 1, and that the official receiver was therefore entitled to the premises, and that the vendor had no title.

KEKEWICH, J.—It is said on behalf of the purchaser that the vendor claims under a mortgage to him by an undischarged bankrupt, and that at the date of the bankruptcy the bankrupt's estate was vested in his trustee in bankruptcy, the official receiver, and that, therefore, the vendor has nothing to convey because he has no title. That would plainly be the case if it were not that the vendor has registered his mortgages, whereas no memorial of the official trustee's title has been registered. But it is said the orders of the court are not properly a "conveyance" within the words of the Registration Act (7 Anne, c. 20), s. 1, and ought not, therefore, to be registered. In answer to that there is the case of *Credland* v. *Potter* (23 W. R. 36, 10 Ch. App. 8), in which Lord Cairns says, "There is no magical meaning in the word 'conveyance.'" Vesting orders under the Trustee Act, 1893, are in themselves conveyances, and operate as such and form links of title. Then it is urged that under section 54 (4) of the Bankruptcy Act, 1883, the certificate of a trustee's appointment is to be deemed a conveyance, and may be registered accordingly, and that

there is no provision for registration of an order under section 121, but that is because the certificate does not vest the property, and is not itself a conveyance, while the order itself vests the property. I am, therefore, of opinion that the orders are "a conveyance" within 7 Anne, c. 20, s. 1, which is capable of registration, and that as they were not registered they are void as against the registered title of the vendor. Then there is the question of notice. On the evidence the vendor had no express notice, and I do not think I can impute to him constructive notice. Then it is said I ought not to force what is said to be a doubtful title upon the purchaser. But I think I must say that on the present materials before me the title is not a doubtful but a good title, and there must be a declaration that, notwithstanding the bankruptcy of M. Death, the vendor has and has shewn a good title to the premises.—COUNSEL, *Warrington*, Q.C., and *Muir Mackenzie; Rowden* and *Carrington*. SOLICITORS, *G. L. B. Calcott; Percy C. Ray*.

[Reported by C. C. HENSLEY, Barrister-at-Law.]

ANDERSON *v.* **MANCHESTER, SHEFFIELD, AND LINCOLNSHIRE RAILWAY CO. MANCHESTER, SHEFFIELD, AND LINCOLNSHIRE RAILWAY CO.** *v.* **ANDERSON.** Byrne, J. 12th, 19th, and 24th March.

LANDLORD AND TENANT—COVENANT FOR QUIET ENJOYMENT—REVERSION ACQUIRED BY A RAILWAY COMPANY—EXERCISE OF STATUTORY POWERS—DAMAGES—LANDS CLAUSES ACT, 1845, s. 68—RAILWAY CLAUSES ACT, 1845 s. 6.

By the Manchester, Sheffield, and Lincolnshire Railway (Extension to London) Act, 1893, the defendant company were authorized to make and maintain a certain railway, and for that purpose were empowered to take the lands mentioned in the Act. In April, 1894, a house in Hampstead, part of the land authorized to be taken by the railway company, together with a right of way in common with other persons over a passage adjoining the house was demised by one Findlay to the plaintiff Anderson for twenty-one years as from the 25th of March previous, at a yearly rent. The lease contained a covenant on the part of the lessor that on paying the rent reserved and performing the covenants in the lease, the lessee might peaceably hold and enjoy the demised premises without any interruption by the lessor or any person claiming through him. The defendant company acquired by agreement the reversionary interest of the plaintiff's lessor in the demised premises subject to the lease under an assignment of October, 1895, from the lessor. The houses and premises were not, however, acquired for the actual site of the railway as constructed. The company proceeded with the construction of their railway in pursuance of their statutory powers, and in the course of such construction to some extent injured the structure of the plaintiff's premises, but, as was admitted, without negligence on their part. In the first action the plaintiff claimed to be entitled to damages for such injury on the ground that the company, by taking an assignment of the reversion, had rendered themselves liable under the covenant for quiet enjoyment entered into by their assignor Findlay. In the second action the company claimed rent from Anderson under the lease, and to this claim the defendant set up the covenant for quiet enjoyment as a defence, and also counterclaimed for damages for the breach of the covenant.

March 24.—BYRNE, J.—The plaintiff does not dispute that but for the covenant for quiet enjoyment he would not be entitled to sue for damages in respect of the injury, but would be relegated to such remedy as he might have under section 6 of the Railway Clauses Consolidation Act, 1845, and section 68 of the Lands Clauses Consolidation Act, 1845; but he says that the company, having neglected to acquire his interest in the property, and having put itself into the position of an assignee of the reversion, is liable by reason of the existence of the covenant. Had the plaintiff's land been required for the actual construction of the railway the question would not have arisen, because the railway company could not have constructed their works without acquiring the plaintiff's interest in the property. The land in which he had an interest is, however, land which the company was entitled to take compulsorily, and, although it has acquired the reversion by agreement, I do not think that any distinction can be drawn on this ground having regard to the authorities bearing on the matter. The precise point that I have to determine is, so far as I am aware, new, but there are authorities which it is necessary to consider in order to arrive at a proper conclusion. [His lordship then referred to the cases of *Kirby* v. *School Board for Harrogate* (40 SOLICITORS' JOURNAL 239, 1896, 1 Ch. 437), *Clark* v. *School Board for London* (22 W. R. 354, L. R. 9 Ch. 120), and *Bailey* v. *De Crespigny* (L. R. 4 Q. B. 180), and proceeded as follows:] In each of the cases to which I have referred the point now raised is not precisely involved, because what has happened is not that the covenantor has sold to the railway company adjoining land in respect of which he has entered into restrictive covenants, but that he has sold his reversion in the same land included in the lease containing the covenant for quiet enjoyment; and a distinction is also pointed out in that, in the present case, the lease was granted to the plaintiff and the assignment to the company was executed after the passing of the Act under which the company has done the acts complained of. In my judgment, if the lease had been granted to the plaintiff prior to the passing of the Act the principle of the cases to which I have referred would have been clearly applicable to the present case, although the assignment had been made subsequently to that date, but I have to consider the other question—viz., What is the effect of a covenant for quiet enjoyment contained in a lease granted after the passing of an Act of Parliament authorizing, but not requiring, the taking of the land demised? Lessor and lessee must both be deemed to know when they enter into the contract that the land may or may not be taken by the railway company, and that the interest of either of them may be so taken without the interest of the other being also acquired. Lessor and lessee also know that their respective interests may be injuriously affected by the railway company in carrying out its statutory obligations and acting strictly within its statutory powers, and both parties know that, should their or either of their interests be injuriously affected, there are statutory provisions providing for compensation being paid. First, as between lessor and lessee, what is the true meaning of a covenant for quiet enjoyment in the terms of the covenant in the present case? Under such circumstances, do the parties mean and intend that the lessor is to be liable in the event of disturbance by the company in the legitimate exercise of its Parliamentary powers, or do they mean that, subject to such exercise of the statutory power, the covenant is to apply? I think that the true intent and meaning of the covenant is that the covenantor will be answerable for his own acts and for the acts of his assignees, but not that he will be answerable for the acts of the railway company in the exercise of its statutory powers, the company not being in the true sense his voluntary assignee at all, although he conveys to the company and it is not put to the actual exercise of its compulsory power. If, then, the lessor would not be liable, how can his assignee, the railway company, be liable in the absence of a fresh bargain on its part to be liable? It is reasonably clear that the company cannot be liable. But, although I have expressed this view as to the liability of the lessor, it is not, in my judgment, necessary for the decision, because in the present case it is not the lessor but the railway company against whom relief is sought, and I am of opinion that, even if the plaintiff were entitled to sue the lessor upon his covenant, he is not entitled to sue the railway company, the lessor's compulsory assignee. I think that a railway company taking lands under statutory powers, and constructing works within such powers without negligence, is entitled to take the interest of any person having an interest in land without incurring liability in respect of any existing covenant entered into by the owner, whose interest the company acquires, so far as the enforcement of such covenant would impose a burden upon the company in derogation of its statutory rights and obligations. It is not necessary to say or decide that the covenant is gone for all purposes. Nor is it necessary to consider how far the acts done by the railway company, if amounting to a destruction of the subject-matter of the lease might or might not afford a good answer to an action for rent, or in respect of other covenants of the lease. It has been urged on behalf of the plaintiff that its seems anomalous and unfair that the company can take the interest of a lessor with all such lessor's rights, and at the same time be free from the obligations imposed by the lease upon the lessor. The question can only arise in rare instances. If the land is really required for the purpose of the undertaking it is, of course, as necessary, if not more necessary, in most cases to take the interest of the lessee than that of the lessor, but it may happen that the interest of one or other of the parties interested in the land may be *bonâ fide* taken by the company before it discovers that it does not require the land. I think the company has acted within its legal rights, and that the plaintiff must look to his statutory right to compensation for such remedy as he is entitled to. This involves the dismissal of the plaintiff's action so far as his claim in respect of injury done to the structure of his house is concerned, and it also disposes of the counterclaim in the second action, and both must be dismissed with costs, except as to the costs of the first action down to the time of the amendment, which I allowed at the trial; those costs, I consider, ought to be borne by the railway company. His lordship gave judgment for the company for the rent claimed, but stayed execution on the terms of an appeal being promptly brought.—COUNSEL, *Witt*, Q.C., and *A. Statham; Eve*, Q.C., *Macnaghten*, Q.C., and *S. A. Sampson*. SOLICITORS, *Ford, Lloyd, Bartlett, & Michelmore; Cunliffes & Davenport*, for *R. L. Monk*, Manchester.

[Reported by N. TEBBUTT, Barrister-at-Law.]

High Court—Queen's Bench Division.

Re **THE MUNICIPAL ELECTION FOR THE CENTRAL DIVISION OF HACKNEY.** *Ex parte* **WOOD AND STUART.** Div. Court. 1st April.

MUNICIPAL ELECTION—DEATH OF ONE OF THE CANDIDATES—POSTPONEMENT OF POLLING DAY—EXPENSES EXCEED MAXIMUM—APPLICATION FOR RELIEF—MUNICIPAL ELECTIONS (CORRUPT AND ILLEGAL PRACTICES) ACT, 1884 (47 & 48 VICT. c. 70), s. 20.

In this case counsel moved, on behalf of Mr. Thomas M'Kinnon Wood and Mr. James Stuart, M.P., the successful candidates for the Central Hackney division at the recent county council election, for relief under the Municipal Elections Act from the consequences of having exceeded the statutory limits imposed in respect of election expenses. The election was fixed for the 3rd of March in this division, and there were four candidates nominated. One of the candidates died, and the question was raised whether the poll should proceed as arranged or, under the circumstances, the date of the polling should be postponed. The Divisional Court (Wright and Grantham, JJ.) decided that a *mandamus* must issue directing that the election should be postponed until the 14th of March under the provisions of section 1 of the Ballot Act, 1872. Owing to the postponement, expenses for extra printing had been incurred to the amount of £43, and this unforeseen outlay brought the total over and above the maximum allowed by statute. The unsuccessful candidates were represented at this application, but did not oppose it.

THE COURT (DAY AND BRUCE, JJ.) held that this was a case in which the relief sought should be granted.—COUNSEL, *Macmorran*, Q.C., and *Corrie Grant; S. Day*. SOLICITORS, *Radford & Frankland; Day, Russell, & Co.*

[Reported by ERSKINE REID, Barrister-at-Law.]

SPENCER *v.* **LANCASHIRE AND YORKSHIRE RAILWAY CO.** Div. Court. 17th March.

INSPECTOR OF WEIGHTS AND MEASURES—POLICE-CONSTABLE — CONSTABLE TRAVELLING AS INSPECTOR—RIGHT TO TRAVEL AT REDUCED FARE—CHEAP TRAINS ACT, 1883 (46 & 47 VICT. c. 34), s. 6.

Appeal from the Manchester County Court. The plaintiff was, and had been for many years, a police-constable of the county police force, and in 1891 he was appointed an inspector under the Weights and Measures Acts, 1878 and 1889; and he was so appointed to act as inspector for the county council by the Standing Joint Committee, and he was paid out of the county fund and not out of the police rate. On the occasion now in question the plaintiff was travelling as an inspector of weights and measures and on business as such inspector. He produced to the railway company (the respondents) a "route" duly signed by a police officer within the meaning of section 6 of the Cheap Trains Act, 1883, and claimed a ticket at three-fourths of the ordinary fare, according to the provisions of that section. The railway company refused to carry him at the reduced fare and demanded the ordinary fare, and the plaintiff paid the full ordinary fare under protest, and now sued in the county court to recover the difference—namely, 2d. The question was whether the plaintiff being a police-constable and an inspector of weights and measures was entitled to be carried at the reduced rate when travelling on his duties as inspector of weights and measures. The Cheap Trains Act, 1883 (46 & 47 Vict. c. 34), provides, s. 6: "For the purpose of moving by railway on any occasion of the public service, (*a*) any of the officers or men in or belonging to her Majesty's navy, or royal naval volunteers, and other officers or men under the command or government of the Admiralty; and (*b*) any of the officers or soldiers of her Majesty's regular army or auxiliary forces; . . . and (*c*) any officers or men or any police force . . . every railway company shall, on the production of a route duly signed for the conveyance of the forces provide conveyance for them and their personal luggage, and also for any public baggage, stores, arms, ammunition . . . on such terms as may be agreed upon between the railway company and the Secretary of State, Admiralty, or police authority, and subject to or in default of agreement on the following terms: (2) If the number of persons conveyed is less than one hundred and fifty, three-fourths" of the ordinary fare. It was admitted that the plaintiff presented a "route duly signed by a police officer," but it was said for the railway company that he was not within any of the classes above specified, and that he was not travelling on "an occasion of public service." The county court judge held that though the plaintiff was a police-constable he was not travelling on the public service while travelling on his duties as an inspector, and he gave judgment for the defendants with leave to appeal. The plaintiff appealed, and it was now contended for him that he was as an inspector of weights and measures travelling on the public service within the meaning of the section, and was entitled to be carried at the reduced rate.

THE COURT (WRIGHT and DARLING, JJ.), without calling on the counsel for the railway company, dismissed the appeal, holding that the Act did not apply to an inspector of weights and measures, and that a constable travelling on duties as an inspector of weights and measures was not entitled to be carried at a reduced fare.—COUNSEL, *Pickford*, Q.C., and *E. W. Jordan*; *C. A. Russell*, Q.C., and *T. F. Byrne*. SOLICITORS, *Ridsdale & Son*, for *F. C. Hulton*, Preston; *Woodcock, Ryland, & Parker*, for *C. Moorhouse*, Manchester.

[Reported by Sir SHERSTON BAKER, Bart., Barrister-at-Law.]

COPPEN BROS. *v.* **MOORE.** Div. Court. 25th March.

TRADE-MARK—FALSE TRADE DESCRIPTION—AMERICAN BACON SOLD AS "SCOTCH"—MERCHANDISE MARKS ACT, 1887 (50 & 51 VICT. c. 28), ss. 2, 5.

Special case stated by magistrates for the borough of Richmond. The appellants, who are general provision merchants and sundriesmen, trading as the London Supply Stores at Richmond and elsewhere, were charged by one Moore, an inspector of the Bacon Curers' Association of Great Britain, with having sold him a ham with a false trade description. On the day in question the informant asked at the Richmond shop to be supplied with an English ham. The assistant, who was standing outside the shop, pointed to some hams on a shelf inside and said "those are Scotch hams." Moore agreed to take one which, at 8½d. per lb., came to 5s. 5½d. Before the money had been paid in at the desk, Moore asked the assistant to put the word "Scotch" on the bill, as he had bought the ham as such, and this was done. The ham was proved to be an American ham. For the defence evidence was given that notice had been sent to the manager prohibiting the sale of this class of hams being called or described as anything but "breakfast" hams, and the assistant who sold the ham admitted having seen that notice. The justices convicted, and Coppen Bros. appealed.

THE COURT (WRIGHT and DARLING, JJ.) by consent reserved their decision on the important question of whether the master was criminally liable for an unauthorized and false representation made by his servant, considering it to be one that should be determined by a specially-constituted court. On the other two questions raised they held that the false description, being merely verbal, would not alone have come within the mischief of the Act, but that it did so come when the word "Scotch" was written on the bill. They intimated that proceedings might very well have been brought in this case under the Sale of Foods and Drugs Act. It was not open for them to disturb the finding of the justices and to say whether in their opinion the justices had come to a right decision in holding that the applicant had not taken all reasonable precautions. [On the 4th of April the question reserved by WRIGHT and DARLING, JJ., in this case for a consideration by a specially-constituted court—namely, whether the appellant W. H. Coppen could be properly convicted under the statute of a criminal offence committed by his servant, since no guilty knowledge or intent on the part of the appellant was alleged by the prosecutor, came before Lord RUSSELL OF KILLOWEN, C.J., JEUNE, P., CHITTY, L.J., and WRIGHT, DARLING, and CHANNELL, JJ., and judgment was reserved.]—COUNSEL, *Bonsey*; *Bussard*, Q.C., and *A. J. David*. SOLICITORS, *Neve & Beck*; *M. Moseley*, for *Weeks & Co.*, Birmingham.

[Reported by ERSKINE REID, Barrister-at-Law.]

REG. *v.* **BIRD AND OTHER JUSTICES,** *Ex parte* **JONES.** Div. Court. 25th March.

JUSTICES—LIMITED COMPANY WITH BRANCH ESTABLISHMENTS—BEER LICENCE—APPLICATION FOR GAME LICENCE—GAME ACT, 1831 (1 & 2 WILL. 4, c. 32), s. 18.

This was a motion for a *mandamus* to the Kensington justices. The associate of the court read an affidavit filed by the justices giving the facts. It stated that since the matter was brought before them the decision on *Boulter* v. *The Kent Justices* (1897, A. C. 556) had decided that a meeting of licensing justices was not a court, and therefore they had no power to state a case, although a draft had been drawn up and approved of by them. Counsel in support of the motion said the justices' attention was called to the case of *Schoolbred* v. *The Justices of St. Pancras* (24 Q. B. D. 346), and on that authority they appeared to have based their refusal to grant the licence. As a matter of fact, that case was not in point, and he desired to show that the justices had acted under a misimpression as to the state of the law. The question for the decision of the court was whether a company having branches in various districts, at some of which an off-licence to sell by retail intoxicating liquors was in force, was thereby prevented from selling game at those or at any of their establishments. The facts were that Mr. Jubal Webb, general provision merchant and grocer, for many years carried on business in Kensington High-street and elsewhere, and at some of the branches an off-licence to sell beer and wine had been taken out. The business was converted into a limited company, and an application was made to the justices to grant a game licence. Section 18 of the Game Act, 1831, authorized the granting of such a licence to any person, being a householder or occupier of a shop or stall, unless the person applying was a victualler or licensed to sell beer by retail, and the question was whether that proviso prohibited the granting of a game licence under such conditions as the present. In support of the motion it was argued (1) that Mr. Jones, the resident manager of the shop, was the keeper thereof within the meaning of the Act, and not being the holder of a licence to sell beer by retail, was qualified to hold a game licence; and (2) that if the company were occupiers and not Mr. Jones, the company not being themselves licensed to sell beer by retail, they were entitled to hold a game licence; and (3) if the court decided that the company were the keepers of the shop and were also the holders of the licence to sell beer by retail, nevertheless the beer licence was granted to Mr. Horsley, their manager, and as the premises in respect of which the beer licence was in force were situated at Kilburn, and the premises in respect of which a game licence was applied for was in Kensington, another and distinct division of the County of London, the company were entitled in law to hold both licenses.

THE COURT discharged the application.

WRIGHT, J., said the court could not assist the applicant directly. In his opinion it was unfortunate that the justices doing administrative work should not be able to state a case. Here the justices said they had heard and determined the matter. That being so the court could not interfere unless they were satisfied that the justices had determined contrary to the manifest general principles of justice, or were influenced in their decision by bribery or bias or by something of that description. That was so even although they had exercised their discretion wrongly not only as regarded the facts but also as regarded the law by erroneously interpreting the meaning of the section of the Act in question. The court gave no judgment on the points raised, but they were of opinion that no harm would be done if the justices granted a supplementary licence to sell game to the applicant on the understanding that proceedings were taken to raise the question of the validity of the licence so granted.

DARLING, J., concurred. Application refused.—COUNSEL, *Courthope-Munroe* and *Percival Clarke*. SOLICITOR, *J. J. Chapman*.

[Reported by ERSKINE REID, Barrister-at-Law.]

Solicitors' Cases.

Re **A SOLICITOR.** *Ex parte* **THE INCORPORATED LAW SOCIETY.** Div. Court. 1st April.

SOLICITOR—ACTING WITHOUT AUTHORITY FOR A SHAREHOLDER—DISCRETION OF COURT TO ORDER THE SOLICITOR TO PAY COMPLAINANT'S COSTS AND THOSE OF THE INQUIRY—SOLICITORS ACT, 1888, s. 13.

In this case the charge against the solicitor was that he falsely represented that he had been instructed by the complainant and other shareholders to oppose a petition to wind up Thomas Edward Brinsmead & Sons (Limited), and had instructed counsel to appear accordingly, whereby the complainant had suffered loss. The complainant, who had applied for and been allotted four shares in the company, gave notice of a motion before the Chancery Division to have his name removed from the list of shareholders and his money returned. Meanwhile a petition was filed to have the company wound up. This motion stood over from time to time and was eventually heard with the petition. The complainant appeared by his own solicitor and did not instruct the respondent to act for him, nor was he aware he had assumed to do so until he was so informed

by his present solicitor. The complainant received a circular from the secretary of the company which was sent to all the shareholders, warning them against supporting the petition and asking them to fill up an enclosed form and stating that if they did so they would incur no responsibility or costs. The form ran as follows: "To the directors of Thomas Edward Brinsmead & Sons (Limited). I do not support the action taken or the petition presented by Mr. Walter Maskell." Eventually an order was made to wind up the company, and the complainant's motion to have his name removed from the list of shareholders was refused on the ground that he had, as a shareholder, appeared to oppose the petition. The complainant had more than one interview with the solicitor who was acting as clerk to the solicitors of the company, but he was not aware that the solicitor was also, under the name of a firm, purporting to act for him among others until he was so informed in May last by the official liquidator. Before the statutory committee a resolution of the company was produced to the effect that the shareholders who had signed the form sent to them should be separately represented on the hearing of the petition. In consequence of this resolution the solicitor, in the name of the firm, appeared for these shareholders and instructed counsel on their behalf. The committee found that the complainant had signed the paper stating that he did not support the petition; that the solicitor was authorized by the company to arrange that the shareholders who had so signed should be separately represented, though the document which they had signed did not authorize such instructions; that the solicitor appeared and instructed counsel under the name before referred to to oppose the petition without communicating to the court that the firm consisted solely of himself, or the fact that he was but the managing clerk of the firm of solicitors then acting for the company, and they found the solicitor guilty of professional misconduct. Counsel for the solicitor urged that the alleged wrongful conduct of the solicitor did not amount to such professional misconduct as to require the court to pass more than a nominal sentence upon him. At the most it could but be said that the defendant had been guilty of an irregularity. He had acted perfectly honestly, and had not sought any profit. The complainant had not proved any loss that actually occurred to him from the solicitor appearing as he did. There was nothing improper in a solicitor's clerk, who was himself a solicitor, acting on behalf of certain shareholders in a matter in which his own principals were retained. All that he had done was to convey to the court the wishes of the shareholders as expressed in a resolution. These shareholders numbered some 200, and of these the complainant alone had found fault with what the defendant had done. It was impossible for him to have obtained from so many persons separate instructions. He asked their lordships to say that justice would be met by some very lenient treatment. Counsel for the complainant said the gist of the offence was that the defendant represented to the court, and thereby misled the court into the belief, that he was retained by the complainant, which was not the case. It was a fact that the official liquidator had held that by reason of the course taken by the solicitor on behalf of the complainant, the latter has been thereby debarred from the relief he sought—namely, the removal of his name from the list of contributories. That had caused his client a loss of £20 for calls, which sum did not include incidental expenses he had been obliged to pay. He hoped that the court, in meting out what punishment they considered the defendant should receive, would order, *inter alia*, that he should re-imburse the complainant. [DAY, J.—We are not satisfied on the evidence that, but for the conduct of the defendant, the complainant would have succeeded in getting his name removed from the list of contributories.] The conduct of the defendant was clearly to the prejudice of the complainant, and had resulted in an actual monetary loss. Whatever that loss amounted to, that sum should be repaid his client by the solicitor.

DAY, J., in giving judgment, said the finding in the report of the statutory committee appeared to him to have been abundantly justified by the facts disclosed in the case, and the solicitor had undoubtedly been guilty of professional misconduct. It appeared that he abused his position by appearing in the winding-up court in a double capacity and under double names, sometimes using his private name and sometimes the name of a firm, which he believed the defendant had at one time been connected with, but which he had then no right to use. It was a very great impropriety for anyone to appear under an *alias* in a court of justice and a man who so disguised himself practised what he considered was a fraud upon the court. The solicitor ostensibly acted professionally for the complainant without having received from him any proper instructions to do so of any sort or kind, and the result of his so doing was said to have been disastrous to the complainant by depriving him of the remedy he otherwise sought, of having his name removed from the list of contributories to the company. While the solicitor appeared not to have done anything fraudulent in the sense of obtaining money by fraud, he had been properly found guilty of professional misconduct. Acting as he had done in a manner unworthy of a gentleman and of a profession whose members were also members of the court, he had undoubtedly been guilty of professional misconduct. He thought it was not a case, however, in which they should either order his suspension from practice or direct his name to be struck off the rolls. The justice of the case would be met by directing the solicitor to bear all the costs which had been incurred by reason of the complaint having been brought against him, together with the costs of the Incorporated Law Society and those of the complainant.

BRUCE, J., concurred.—COUNSEL, *F. W. Hollams; Cranstoun; Norman Craig.*

[Reported by ERSKINE REID, Barrister-at-Law.]

SOLICITORS ORDERED TO BE STRUCK OFF THE ROLLS.

1 April—WILLIAM LEONARD BUTLER (93, The Grove, Stratford, Essex).
4 April—JOHN HOPKINS (111, Finsbury-pavement, London).

LAW SOCIETIES.

THE INCORPORATED LAW SOCIETY.

THE COMPANIES ACT, 1867—SECTION 25.

Report to the Council of Special Committee appointed on the 29th of October, 1897. Adopted by the Council, the 17th of December, 1897:—

The committee have considered the communication from members of the society in South Wales, suggesting that the recent decision in the *Kharaskhoma case* (1897, 2 Ch. 451) calls for Parliamentary intervention to remove doubts and to prevent injustice where subsidiary contracts have been filed under Section 25 of the Companies Act, 1867. Before referring to the *Kharaskhoma case* it may be useful to mention the enactment on which the decision depended and the criticisms which it has called forth. Section 25 of the Companies Act, 1867, provides that every share in any company shall be deemed and be taken to have been issued and to be held subject to the payment of the whole amount thereof in cash, unless the same shall have been otherwise determined by a contract duly made in writing and filed with the Registrar of Joint-Stock Companies at or before the issue of such shares. It may be supposed that the object of the section was to give notice to the public of the fact where shares are not paid up in cash, and to secure disclosure of the actual consideration other than cash. In the absence of such notice credit might be given on the assumption that all the capital of the company credited as paid up had been received in cash. The committee have caused search to be made, and they do not find in the proceedings of Parliament or in Hansard any mention whatever of section 25 or of the subject-matter of that section in the Parliamentary Debates in 1867, or in the Report of the Parliamentary Committee (dated the 28th of May, 1867), on which the Companies Act, 1867, was founded. It has been sometimes stated that the section was introduced in consequence of a special contract in a particular case where the consideration was of an exceptional and problematical character. The justice and expediency of section 25 had been seriously called in question previously to the attention called to it by the Kharaskhoma decision. A very strong departmental committee, of which Lord Davey was chairman, was appointed by the Board of Trade in November, 1894, to consider amendments in the Limited Liability Acts. In their report, dated the 27th of June, 1895, the committee stated *inter alia* that section 25 of the Companies Act, 1867, had given rise to a great deal of litigation, and had in its operation caused a great deal of injustice, and that, on the other hand, it had not, it was believed, been found of great public advantage. They added that the loose, inaccurate, and ungrammatical language of the section seemed to indicate that it was passed hurriedly and without much consideration. The committee reported that they did not think the section could be amended with any advantage, and they thought it should be repealed. They recommended clauses for a return to the Registrar of Joint-Stock Companies of shares on allotment, stating, in the case of shares payable otherwise than in cash, the extent to which they are so paid up, and the consideration. They also recommended that in the annual returns, and in every balance-sheet, cash shares should be distinguished from shares issued otherwise than for cash. The committee added that they did not think it necessary to recommend any further substitution for section 25 of the Act of 1867. It may be noted, in connection with the last-mentioned recommendations, that the Act of 1862, section 25, already required particulars in the annual summaries of amounts paid, or agreed to be considered as paid, on the shares of each member. The report from which the above statements are taken was signed by all the members of the committee—viz., Lord Davey (chairman), Mr. Justice Chitty, Mr. Justice (now Lord Justice) Vaughan Williams (subject to an addendum which did not mention section 25 of the Act of 1867), Sir William Houldsworth, Bart., M.P., Sir A. K. Rollit, M.P., Mr. Buckley, Q.C., Mr. F. B. Palmer, Mr. John Smith, C.B., Mr. A. F. Wallace, Mr. Hollams, Mr. Crisp, Mr. Waterhouse, and Mr. Jameson. There was appended to the Report of the Departmental Committee the draft of a Bill which they recommended to amend the Companies Acts. By that draft Bill it was proposed to enact by section 47 that section 25 of the Act of 1867 should be, and that it was, thereby repealed. In the Bill brought forward in the session of 1896 by the Board of Trade, and which was introduced into the House of Lords by the Earl of Dudley in March, 1896, a similar section was contained repealing section 25 of the Companies Act, 1867. The same clause was again contained in the similar Bill introduced by Lord Dudley in the session of 1897. Lord Dudley's Bill was referred to a Special Committee of the House of Lords, who took evidence in the session of 1896, and were again appointed and took further evidence in 1897, and your committee do not find in the report of that evidence any comment on the proposal to repeal section 25 of the Act of 1867. The unqualified repeal thus proposed of section 25 might, it is conceived, leave yet some doubt as to its operation during the last thirty years, because, while section 38, sub-section 2, of the Interpretations Act, 1889, apparently preserves any right, privilege, obligation, or liability acquired, accrued, or incurred under the repealed section, yet it might be argued that no liability had accrued until either a call had been made or a list of contributories settled in winding-up proceedings, and that no order for payment in cash could be made after a repeal of the section in any other case. The committee are of opinion that any new legislation ought not to leave open any question in this respect for future litigation, and for the reasons given later on in this report, they are of opinion that the repeal should have a guarded retrospective operation. The question in the case of The Kharaskhoma Syndicate arose as follows. An agreement was made on the 17th of August, 1892, between the syndicate and a Concessions Development Company, of which one condition was the issue to the company of 163 preference shares of £10 each in the syndicate as fully paid and to be protected by a duly registered agreement under section 25 of the Companies Act, 1867. On the 31st of August, 1892, an agreement was made under the seals of the two companies reciting that by the agreement of the 17th of August it was agreed, for the considerations therein mentioned, that the

syndicate should allot 163 fully paid-up shares to be protected by a registered agreement "being this present agreement," and it was witnessed (1) that the syndicate should file this agreement, and (2) that the syndicate should allot the shares, which should be deemed for all purposes to be fully paid-up and be numbered as therein mentioned. The first point taken was that there was no consideration; but Mr. Justice Vaughan Williams held, on the evidence, that there was a good and valuable consideration, and that he ought to treat the transaction as an honest one, and one in which there was nothing that the parties would wish to conceal, and each of the judges in the Court of Appeal agreed in this part of his judgment. The second point was that the real contract was that of the 17th of August, which ought to have been filed, and that even if the contract of the 31st of August was the contract to be filed, the consideration ought to have been stated. Mr. Justice Vaughan Williams held, without laying down any general rule, that in the case before him the statute had been complied with, and he refused to make the order upon the gentlemen who took the shares as nominees of the Concessions Development Company to pay the £1,630. The Court of Appeal (Lindley, Lopes, and Chitty, L.JJ.) reversed Mr. Justice Vaughan Williams' judgment, and held that the consideration ought to have been stated in the subsidiary agreement, but they declined to give any opinion as to the particularity with which the consideration was to be stated. It would seem to follow, from the reservation at the end of the judgment in the Appeal Court, that in every case the decision will turn upon the particular circumstances—in other words, that a great number of suits will become necessary to ascertain whether or not the statute has been satisfied in each particular case. In the result, shareholders have to pay a second time the amount of the shares by reason of a mistake or misconstruction placed upon section 25, although it was found that the transaction was honest, the consideration good and valuable, and no concealment intended. It is understood that an appeal to the House of Lords has been lodged against the decision in the *Kharaskhoma case*, and although, ordinarily, legislation would await the final decision of the existing law, yet in the present case the committee think that there is no necessity to wait for the decision of the House of Lords, because the recent case has revealed a serious difficulty, which will remain, however the *Kharaskhoma case* may be decided; inasmuch, as even if Mr. Justice Vaughan Williams' judgment should be restored under the particular circumstances of that case, still in very numerous other cases it will be doubtful whether or not subsidiary contracts have sufficiently stated the consideration and the other terms of the principal agreement. The committee have made inquiry as to the extent of the hardship which may arise from the requirements of section 25 having been misconstrued or overlooked during the thirty years which have elapsed since the Act of 1867 was passed. They are assured that subsidiary contracts have been filed and acted upon in a very large number of cases, affecting probably many thousands of companies, and that enormous sums of money and property of great value may be involved in doubt by reason of the decision in the case in question, and that innocent persons, executors, or trustees may be exposed to claims or litigation. Transactions and titles may be rendered doubtful and lawsuits encouraged as to the validity of past dealings extending back over many years in cases where the arrangements were conceived and carried out in perfect good faith, and could not in justice be set aside as to a very material part without invalidating the whole transaction, or giving to parties a right to be restored as far as may be possible to their antecedent positions. The committee believe that in a large number of cases subsidiary contracts have been relied upon in honest transactions by shareholders who have accepted fully paid-up shares in good faith, and in the belief that the shares would always be treated as fully paid, and that great hardship and injustice will fall on numbers of innocent persons if some relief is not provided. It appears that for many years after 1867 a practice prevailed, founded on the view that section 25 would be satisfied by the filing of a subsidiary contract sealed by the company declaring that certain specified shares had been issued and were to be treated as fully paid shares. This practice was not confined to companies and their lay advisers and registration agents, but was acted on extensively by legal advisers. The practice was recognised in text-books and collections of precedents, and it is believed that no doubt was entertained in the office of the Registrar of Joint-Stock Companies as to the sufficiency of such subsidiary contracts. The committee are therefore of opinion that there is a very serious need for legislation to remove doubts and to prevent injustice, and they recommend that legislative relief should be sought by a repeal of section 25 of the Act of 1867 and by a declaration that, as regards the past, whenever any contract, or other document providing for or relating to the issue of paid-up or partly paid-up shares, in the capital of any company under the Companies Act, 1862, has been filed with the Registrar of Joint-Stock Companies, with a view to complying, as regards such shares, with the requirements of section 25 of the Companies Act, 1867, it shall be no objection to such contract or document, so far as regards the said section, that it does not disclose or sufficiently disclose the consideration for the issue of such shares, or that it only contains a part of the contract relating to the issue of such shares, or that it does not in law constitute such a contract in writing as the said section requires.

The following is a further report of the committee adopted by the Council, the 25th of March, 1898:—The urgent necessity for the reform proposed by this Bill, and for the limited retrospective relief from suits and penalties which it provides, is shown by fresh recurring cases before the Courts in which large sums of money have been claimed for innocent breaches of the statute. Three such cases have come before the Courts within the last month—viz., *Maynard's case* (25th of February), the *Coolgardie case* (9th of March), and *Ibbotson's Sheffield Steel Works case* (10th of March). In each case the documents filed at Somerset House gave honest notice of the arrangement for issue of fully paid shares. In *Maynard's case*, relief was granted by the Chancery Division as a matter of course and without question against the penal consequences of an inadvertent breach of the statute. In the *Coolgardie case* the whole agreement had been filed, but yet the statute was broken because the company had an option to pay in cash, and the determination to issue fully paid shares was not on the file, as required by the strict reading of section 25, and the Court decided against the shareholders, notwithstanding the great hardship of the case. In *Ibbotson's case*, Lord Justice A. L. Smith said the point to be determined had only to be stated to show the unrighteous contention that the company could make the shareholder pay up £40,000 in cash and keep his property, which had been handed over in 1872, without giving him the fully paid shares as agreed. The Lord Justice stated that throughout the parties had acted in perfect good faith; and the Court of Appeal, confirming the previous judgment of Mr. Justice Wright, dismissed the claim to the £40,000, and the Court refused to help the claimants at all with reference to an appeal to the House of Lords. It may also be useful to refer to the case of *Monnier (Veuve) et ses Fils and Bloomenthal*. In that case the House of Lords (Lords Halsbury, Herschell, Macnaghten, Morris, and Shand) in February, 1897, overruled previous judgments of Lords Justices Lindley, Lopes, and Rigby, and of Mr. Justice Vaughan Williams, who had all held that under section 25 of the Act of 1867 a shareholder was liable to pay £16,000 on shares given to him as fully paid up by the company as security for an advance of £1,600. It will be observed that section 25 prevailed in the Court of the first instance and also in the Court of Appeal, while five judges in the House of Lords unanimously held that the company were estopped by their representation that the shares were fully paid up, although that representation was untrue in fact, having regard to the terms of section 25. Such cases, and there are doubtless many others, prove the need for the prompt repeal of the section, and also for the limited retrospective relief which the Bill proposes. They show that the Court grants without hesitation relief wherever it has the power, but that there are cases where it has not the power. They also show the urgency of the subject, and that it should not be delayed for the other many and important reforms comprised in Lord Dudley's Bill.

THE GENERAL COUNCIL OF THE BAR.

Annual Statement, 1897-98.

The "Law of Evidence (Criminal Cases) Bill, 1897."—The Council were of opinion that the principle that a prisoner should be competent to give evidence is, on the whole, a sound one, and should in the interests of public justice be made of general application. In view, however, of the difficulty which is frequently experienced by prosecuting counsel under existing Acts in judging as to the propriety of commenting or not upon the prisoner's absence from the witness-box, and of the uncertainty as to the proper practice which at present prevails the Council suggested that, in the event of this Bill becoming law, they should approach her Majesty's judges and invite them to lay down some uniform rule of practice as to the propriety or otherwise of such comment. The Council further desired to urge most strongly that a clause should be inserted in this Bill embodying the principle contained in section 1 (*d*) of the similar Bill introduced in 1896 in the House of Lords. The section above referred to is as follows: "A person called as a witness in pursuance of this Act shall not be asked, and if asked, shall not be required to answer, any question tending to shew that any person charged has committed or been convicted of any offence other than that wherewith he is then charged, or is of bad character, unless

"(I.) The proof that he has committed or been convicted of such other offence is admissible evidence to shew that he is guilty of the offence wherewith he is then charged; or

"(II.) The person charged has asked questions of the witnesses for the prosecution with a view to establish his good character, or called witnesses to his good character, or otherwise has given evidence of good character; or

"(III.) The person charged and called as a witness has given evidence against any other person charged with the same offence."

The "County Courts (Right of Audience) Bill, 1897."—This Bill was intended to amend the law relating to the right of audience of solicitors in county courts and consisted of the two following sections: 1. In section 72 of the County Courts Act, 1888, the expression "a solicitor being a solicitor acting generally in the action or matter" shall include any solicitor who is in the permanent and exclusive employment of the solicitor so acting, and who is instructed to appear in the action or matter by such last-mentioned solicitor. 2. This Act may be cited as the County Courts (Right of Audience) Act, 1897. The Council reported as follows: "(1) That the public would gain no advantage by the proposed change. (2) That the proposed change is wrong in principle, involving the representation of a solicitor by a solicitor in the county court. (3) That the proposed change would materially prejudice the interests of the junior bar. A matter which is assuming great importance in view of the continuing extension of the jurisdiction of the county courts. (4) The only argument in favour of the change appears to be the convenience of firms of solicitors representing large corporate bodies." The views of the Council were brought to the notice of the Lord Chancellor and the noble and learned lord who, on behalf of the Incorporated Law Society, had introduced the Bill in the House of Lords, with the result that the Bill was not further proceeded with. In November last a conference was held at the offices of the Council between representatives of the Council and of the Incorporated Law Society to discuss the principle of the measure, but no agreement was then arrived at. The following Bill has been introduced in the House of Commons during the present session.

The "County Courts (Audience) Bill, 1898."—Memorandum.—The object of this Bill is to render operative section 72 of the County Courts Act,

1888, which, prior to the decision in *Re Snagge* (1894, 2 Q. B. D. 440), was understood to authorize a qualified solicitor in the permanent and exclusive employment of the solicitor having the conduct of the action to address the court. The Finance Act, 1896, s. 38, exempts the solicitor of Inland Revenue from the consequences of the decision in *Re Snagge*, and it is intended by the present Bill to make the exemption general, and also to authorize one solicitor to appear and address the court on behalf of another. Clause 1 (2) of the Bill is intended to meet a case such as that of a railway company, or other corporate body, having a solicitor's department. Technically, the clerks in the department are not in the employment of the company's solicitor, but of the company. *A Bill to amend the law relating to the audience of solicitors in county courts.*—Be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal and Commons, in this present Parliament assembled, and by the authority of the same, as follows: 1. Notwithstanding anything in the County Court Acts (England and Ireland) or in any other Acts—(1.) It shall be lawful for any solicitor who is in the permanent and exclusive employment of a solicitor acting generally in the action or matter, and who is instructed by him to appear in the action or matter, to appear and address the court. (2) It shall be lawful for any solicitor who, not being in the permanent and exclusive employment of a solicitor acting generally in the action or matter, is in a common employment with such last-mentioned solicitor, and is instructed by him to appear in the action or matter, to appear and address the court. (3) It shall be lawful for any solicitor retained by a solicitor acting generally in the action or matter to appear and address the court. 2. The term "solicitor" used in this Act means a person duly qualified to act as a solicitor within the meaning of the Solicitors Act, 1874. 3. This Act shall not extend to Scotland. 4. This Act may be cited as the County Courts (Audience) Act, 1898. The Council are strongly of opinion that the provisions of the above Bill are undesirable and that the Bill should be opposed.

The Draft "Conveyancing Bill, 1898."—The draft of this Bill prepared at the instance of the Incorporated Law Society having been submitted by the society to the Council with a request for their observations thereon, the Council have made the following report: "The Council have considered the provisions of the Draft Conveyancing Bill prepared at the instance of the Incorporated Law Society, and regret that they are unable to approve of the scheme on which the Bill is based. The Bill appears to the Council unnecessarily to complicate the machinery of conveyancing by the mode in which it proposes to deal with the entire estate in settlement, without affording due protection to the beneficial interests. The Council are unable to suggest any method by which these objections can be removed while retaining the framework of the Bill. The draft amendments of the Settled Land Acts, the Married Women's Property Acts, and the Land Transfer Act, 1897, appear however to the Council to be highly expedient, and the Council think they might well be dealt with independently."

Rules Proposed to be made by the Board of Trade under Section 13 (2) *of the Light Railways Act*, 1896.—An opportunity having been given to the Council, as promised, of expressing their views upon the draft rules, the Council made the following report thereon: "The Council are of opinion that in part the scale of costs is *ultra vires*—viz., Scale No. II. (*c*), which enacts that: 'The arbitrator shall decide whether or not he desires to hear counsel, and whether or not the costs and charges of and incurred in the preparation and delivery of brief to counsel and in obtaining the attendance of counsel, shall be allowed.' By section 13 (2) of the Act the Board of Trade have power merely to limit the cases in which the *costs* of counsel are to be allowed, not to say whether an arbitrator shall *hear* counsel or not; and have only power themselves to limit the cases and not to delegate such power to an arbitrator. As to the scales themselves. The Council would point out that they only come into operation when the claimant has recovered from the company more than the amount of the formal offer, which the company can always make, or *vice versâ*. The party who has to pay costs is therefore in default and has lost his case, and the proper principle to apply in such cases is, that the defeated party should indemnify the victor against all reasonable expenses. This is a principle which has been insisted upon of late. The proposed scales of costs entirely fail in this particular, as the suggestion that any party could conduct a compensation case at anything approaching the terms contained in the scales is out of the question. For instance—a railway company makes a formal offer of £50 for land, which is refused. The claimant proceeds to trial and obtains an award for £150. According to the scale, the maximum the claimant can recover for costs is the sum of £10, which is to include the costs of solicitor, counsel (if any), all out-of-pocket expenses, and all expenses of witnesses. The Council fail to see why in such a case a railway company when unsuccessful should receive such exceptional favour and consideration in the matter of costs as compared with ordinary litigants. The Council see no reason whatever for the special and elaborate scales of costs proposed to be made by the Board of Trade, and recommend that the ordinary county court scale of costs should be applied in all cases where less than £200 is recovered, and that in cases over £200 the ordinary scale of costs now in force under the Land Clauses Act should apply." Copies of this report were sent to the Lord Chancellor and to the President of the Board of Trade.

The "Workmen's (Compensation for Accidents) Bill, 1897."—The Council considered this Bill, when first introduced into the House of Commons, in great detail, and their report upon its provisions was widely circulated amongst Members of Parliament and others. The Bill having become law, and the original provisions having been greatly altered and modified, it would serve no good purpose to set out at length the Council's Report upon the Bill as originally introduced. The report concluded as follows: *Costs and professional assistance.*—"The costs are to be in the discretion of the arbitrator, presumably with power either to award a lump sum, or to direct taxation on the county court scale. In either case, the Bill provides that the sum awarded as compensation shall be paid on the receipt of the person entitled, and his solicitor or agent shall not be entitled to recover from him or to claim a lien on the amount received for any costs beyond those awarded. The effect of this is, of course, to do away with solicitor and clients costs in such cases altogether. Finally, it is proposed by an amendment not yet reached to prohibit the employment of either solicitor or counsel before such an arbitrator at all, and in this connection the Council refer to the exhaustive report which was adopted by the Council in 1896, dealing with similar provisions in other Bills which were then before Parliament. The questions whether an employer has been guilty of personal negligence, and what damages ought to be recovered from him in such a case, are often of great difficulty and importance; and if his right to a jury and to the opinion of a trained lawyer in such a case is to be taken away from him, the effect of the present measure will be much wider than its present title denotes. We cannot believe that the additional proposal, to deprive him of the assistance of professional advocacy altogether, will be accepted; but it appears to us very necessary to to point out how serious would be the consequences if such an amendment became law." *Conclusions.*—"In the opinion of the Council, it is not only novel but dangerous to introduce for certain purposes and in favour of certain classes, a legal procedure in substitution for that provided for all purposes and for all classes by the law of the country. Unless such legislation proceeds upon the principle that it is more important to decide disputes of this class cheaply, than it is to decide them rightly, it is difficult to perceive why the methods hitherto accepted as the best for the ascertainment of truth should be abandoned piecemeal. If these methods are not believed to be the best, it is logically the duty of the Legislature to attempt to reform them as a whole rather than to narrow their jurisdiction by the creation of artificial boundaries, and in favour only of one class of litigants. The Council are strongly of opinion that the decision of the county court judge on questions of law either arising before him when acting as arbitrator under the Act or referred to him by an arbitrator should be capable of review by the judges of the High Court; and further that no attempt should be made by the Act to alter the ordinary relations which have hitherto existed between solicitor and client." The amendment above referred to was moved in committee on the 4th of June by Sir Charles Dilke, and was as follows: "That no party or other person shall appear or be attended by counsel or solicitor." The Attorney-General opposed the amendment, but after some discussion the Government eventually accepted the amendment with the addition of the words, "except by the leave of the court or arbitrator, or on any appeal to the Court of Appeal." The Council are, however, glad to note that upon the report stage the Attorney-General moved that in proceedings under the Bill any party might appear by counsel or solicitor, the decision of the committee on this point being reversed. The Act now provides that "Rules of Court may make provision for the appearance in any arbitration under this Act of any party by some other person."

The "Land Transfer Act, 1897."—Section 22 (2) "General rules under section one hundred and eleven of the principal Act shall be made by the Lord Chancellor with the advice and assistance of the Registrar, a Judge of the Chancery Division of the High Court to be chosen by the judges of that division, and three other persons, one to be chosen by the General Council of the Bar, one by the Board of Agriculture, and one by the Council of the Incorporated Law Society." This is the first occasion on which the Council has received recognition at the hands of the Legislature. The Council chose Sir Howard Elphinstone, Bart., as their representative under the above section.

(*To be continued.*)

THE WAKEFIELD INCORPORATED LAW SOCIETY.

The annual general meeting of members was held at the Law Library on the 10th of March.

Present—Mr. Ianson (president), in the chair; Messrs. Maitland, Smith, Plews, Beaumont, Scott, Woodhead, Cooke, Pickeragill, Askren, Haworth, W. H. Burton, Mackie, Townend, and Briggs.

The notice convening the meeting was taken as read. Mr. Briggs read the report of the committee. The treasurer's accounts were presented.

Proposed by Mr Beaumont, seconded by Mr. Cooke, and resolved: "That the report of the committee and the treasurer's accounts be accepted, and that the same and the president's address be printed and circulated amongst the members."

Proposed by the Chairman, seconded by Mr. Plews, and resolved: "That for the current year the treasurer do pay out of the funds of this society to the Incorporated Law Society of the United Kingdom the subscription of each member of this society, so as to qualify him as a member of the Incorporated Law Society."

The following resolution was moved and seconded: "That for the year 1899 the hon. treasurer be instructed not to pay out of the funds of this society the subscriptions of the members of this society to the Incorporated Law Society of the United Kingdom, and that the secretaries inform the latter society thereof." After considerable discussion, in which it was pointed out that a protest had already been made against the action of the Incorporated Law Society (U.K.) by this and other provincial societies at the extraordinary general meeting of the society held in London in January last, the resolution was eventually withdrawn in deference to the views of some of the older members of this society.

Proposed by Mr. Plews, seconded by Mr. Scott, and resolved: "That the connection between this society and the associated provincial law societies be and is hereby determined, and that the secretaries notify that

fact to the associated provincial law societies, assigning as a reason that in the opinion of this society the associated provincial societies do not adequately represent the provincial members of the profession, especially those in the North."

Proposed by the Chairman, seconded by Mr. Beaumont, and resolved: "That Mr. Maitland be elected president for the current year."

Proposed by Mr. Smith, seconded by Mr. Plews, and resolved: "That Messrs. H. Chalker and W. Townend be elected vice-presidents for the current year."

Proposed by Mr. Briggs, seconded by Mr. Maitland, and resolved: "That Mr. Arthur D. Smith be re-elected honorary treasurer for the current year."

Proposed by Mr. Plews, seconded by Mr. Pickersgill, and resolved: "That Messrs. Basil S. Briggs and E. Dacre Mackie be elected joint honorary secretaries for the current year."

Proposed by Mr. Townend, seconded by Mr. Cooke, and resolved: "That Mr. J. Charlesworth be re-elected honorary librarian for the current year."

Proposed by Mr. Townend, seconded by Mr. Cooke, and resolved: "That Messrs. J. H. Askren and W. H. Burton be elected auditors for the current year."

The following members of the committee were then elected, on the motion of Mr. Woodhead, seconded by Mr. Briggs—viz., Messrs. Plews, Scott, Ianson, Lodge, Cooke, Haworth, and Routledge.

The business of the meeting was concluded by a vote of thanks to the chairman.

The following are extracts from the report of the committee:

Members.—The number of members at the beginning of 1897 was fifty-seven. Two new members have been elected—namely, Mr. E. D. Mackie, of Wakefield, and Mr. J. E. Poppleton, of Pontefract, and the roll at the end of the year numbered fifty-nine, as follows: Wakefield, forty-five; Pontefract, eight; Knottingley, one; Castleford, four; Horbury, one; number of members, fifty-nine. There are also six subscribers to the library.

County Court Rules (*March*, 1897).—Your committee considered these rules and communicated with the Incorporated Law Society (U.K.) with a view to assist in obtaining their withdrawal. On the 12th of March last a meeting of the associated provincial law societies was held in London to consider the matter, when a resolution was passed and forwarded to the Lord Chancellor requesting that the rules should be withdrawn. This was subsequently done.

Land Transfer Act.—Land transfer has again occupied a great deal of the time and attention of your committee during the past year. It will be remembered that for many years past a Bill on this subject has been presented to one or other of the Houses of Parliament and has been consistently opposed by the Incorporated Law Society (U.K.), with the assistance of the various provincial law societies. The Bill introduced last session differed considerably from its predecessors. The Incorporated Law Society issued a circular in February, 1897, to all the provincial societies inquiring whether they might count on their support in opposing the Bill then about to be introduced into the House of Lords. Your committee expressed their willingness to do all in their power to support opposition to the Bill. Nothing more was heard, however, from the London society until the 12th of March, when the annual meeting of the associated provincial societies was held in London, at which a resolution was submitted to the effect that opposition to the Bill should be abandoned on certain terms. This resolution was on the lines of a suggested compromise contained in a private report on the Bill issued a few days previously by the Incorporated Law Society (U.K.), and was proposed at the above-mentioned meeting by the chairman, who was a member of the Council of that society. The resolution was to the effect that opposition should be abandoned only in the event of certain amendments being introduced into the Bill and was not fully discussed owing to the shortness of the time allowed for discussion by the chairman. The amendments were to provide: (1) a definite restriction in the Bill of the experimental area; (2) the initiative or consent of county councils to the application of compulsory registration; (3) definite experimental period to elapse before area could be extended; (4) solicitors only to be allowed to practise for reward. The London society, making this resolution their excuse, promptly and unconditionally abandoned their opposition to the Bill. At the instance of Mr. Arthur Middleton, president of the Leeds society, the various Yorkshire law societies met in conference at Leeds and decided to take active steps to oppose the Bill, and agreed to share the expenses amongst them, considering that the West Riding would probably be selected as the experimental area. A small executive committee consisting of Mr. Arthur Middleton, Mr. H. Bramley, Mr. J. F. Ianson, and Mr. J. T. Atkinson, presidents of the Leeds, Sheffield, Wakefield, and Yorkshire law societies respectively, was appointed with full power to initiate and carry on the opposition. Though the time to the rising of Parliament was very short indeed, a vigorous opposition was instituted in London (Mr. Briggs representing this society) with the result that several important amendments were inserted in the Bill and the Attorney-General stated in the House of Commons that an order making registration of title compulsory should first be offered to the London County Council. The Act was duly passed as amended, and came into force on the 1st of January last. Part I. of the Act has nothing whatever to do with registration of title to land, but provides for the establishment of a real representative, who will have a position in regard to real estate similar to that occupied by the personal representative in regard to chattels real. Part II. is wholly concerned with amendments to the Land Transfer Act of 1875, and will considerably improve that measure. Part III. of the Act provides the machinery for the compulsory application of registration of title. By it, registration of title upon sale of land may by Order in Council, be made compulsory in any county or part of a county defined in such order after a day fixed by the order, and such order may be revoked or varied, but a draft of the proposed order is, six months before the order is made, to be sent to the council of the county to which is to apply, and such order shall not be made, if within three months after the receipt of the draft the county council shall, at a special meeting, at which two-thirds of the members shall be present, resolve that compulsory registration is not desirable in their county. The first order is not to affect more than one county. No further order is to be made till the expiration of three years from the making of the first order, and not then, except at the special request as to any county of the county council, to be expressed by resolution at a meeting at which two-thirds of the members shall be present. If the council of the first proposed area object to compulsory registration, it can be proposed for another area. Every proposed order has to be laid before both Houses of Parliament within the specified time, and it is to be void if disapproved of by Parliament. Notice of an order as above-mentioned was given to the London County Council on the 18th of November last. The council consulted various public and other bodies on the question of the advisability of allowing the Act to be applied in London, and of these bodies 67 reported disapproving of the application of the Act to London and 14 in favour of it. Amongst those who disapproved was the Incorporated Law Society (U.K.). At a special meeting of the London County Council, held on the 15th of February, 1898, notwithstanding the weight of opinion against the application of the Act to London, disclosed by the replies received to their circular, the council decided not to veto the application of the Act to the county of London. The experiment about to be tried in London will be watched by the profession at large with the keenest interest. Under the Act the experimental area cannot be extended for three years from the first application of the Act. The warmest thanks of the members are due to Mr. Plews and Mr. Briggs for the time and labour they have devoted on behalf of this society to this subject, and in particular for the work done by them in conjunction with the representatives of the Leeds, Sheffield, and Yorkshire law societies. Mr. Plews has, during the past year, attended several meetings in Leeds, Sheffield, and London, and Mr. Briggs made three journeys to London at the end of July, and spent the greater part of ten days there in assisting to oppose the Bill. In addition to this, both gentlemen personally undertook a considerable share of the arduous secretarial work at home.

The Conveyancing Bill prepared by Mr. Wolstenholme for the Incorporated Law Society (U.K.) was introduced into the House of Lords last session by Lord Davey, and read a second time in that House. It will be brought forward again during the current session.

UNITED LAW SOCIETY.

April 4.—Mr. Yates in the chair.—Sir Herbert Stephens, Bart., moved "That this society condemns the Criminal Evidence Bill now before Parliament." Mr. C. W. Williams opposed, and the debate was continued by Messrs. J. R. Adkin, Galbraith, Edwards, Marks, and Lee-Nash. Sir Herbert Stephens replied, and the motion was carried by seven votes.

LONDON ASSURANCE CORPORATION.

The accounts for the year 1897 were presented at the annual general court held on the 30th ult., and a dividend was declared at the rate of 20 per cent. on the paid-up capital, absorbing £89,655. In the life department new assurances were granted under 521 policies for £347,884, of which £76,500 was re-assured. The claims during the year were much below the expectation. The rate of interest earned by the non-participating series was £4 5s. 11d. per cent. and by the participating series £4 1s. 4d. per cent. The total life income amounted to £238,601, and the fund is now £2,105,219, an increase of £44,722 over the previous year. In the fire department the premium income after deduction of re-insurances amounted to £385,006 and the losses to £209,232, or 54·3 per cent. of the premium income. After transferring £50,000 to profit and loss, the fire insurance fund amounted to £675,051, an increase of £12,560 as compared with 1896. In the marine department the premiums for 1897 amounted to £291,659 and the losses on account of 1897 and former years to £289,991. The marine fund is now £200,210. The total assets at the close of the year amounted to £4,008,485, as compared with £3,957,078 on the 31st of December, 1896.

The *Times* understands that an appeal for subscriptions to the Lockwood Memorial Fund, together with a first list of donations, will be issued. The letter will be signed by the Lord Chancellor, Lord Rosebery, Lord James of Hereford, Lord Russell of Killowen, the Attorney-General, and Mr. James Lowther. The preliminaries were arranged at a meeting held in one of the committee rooms of the House of Commons. It was decided to devote the subscriptions to the following objects: (1) A portrait of the late Sir Frank Lockwood to be placed in the National Portrait Gallery; (2) a memorial "brass" to be placed in St. Margaret's Church, Westminster; (3) a tablet or other memorial to be erected in York Minster; and (4), if funds permit, the endowment of a bed in a London hospital to be called "the Frank Lockwood bed." Subscriptions to the extent of nearly £400 were promised in the room, Lord Rosebery heading the list with £100.

LEGAL NEWS.

OBITUARY.

We deeply regret to announce the death of Mr. H. W. Challis, barrister, which took place on the 1st inst. He was the son of the late Mr. H. W. Challis, principal of the Accountants' Office in the Bank of England, and was educated at St. Paul's School, and Merton College, Oxford. He was called to the bar in 1876, and practised at the equity bar. He was the joint author of Hood and Challis's Conveyancing and Settled Land Acts, which has now reached a fifth edition, and also of a well-known treatise on the Law of Real Property.

APPOINTMENTS.

Mr. John William Barton, solicitor, of 6, Lombard-street, London, E.C., and Woking, has been appointed a Commissioner for Oaths. Mr. Barton was admitted in December, 1891.

Mr. John Ernest Gladstone, solicitor, of the firm of Williams & Gladstone, of Cardiff, has been appointed a Commissioner for Oaths. Mr. Gladstone was admitted in November, 1890.

CHANGES IN PARTNERSHIPS.

Dissolutions.

George Maffey and John James Greenwood, solicitors (Maffey & Greenwood), 61, Gracechurch-street, London. March 1. [*Gazette*, April 1.

Charles John Collins Prichard, William Henderson, and Edward Gerrish, solicitors (Fussell & Co.), Bristol. March 31. [*Gazette*, April 5.

Mr. Worthington Evans, on the 31st ult, retired from the firm of Worthington Evans, Bird, & Hill, solicitors, of 35, Eastcheap, London, after fifty years of active practice. The business will be continued by Mr. Oswald Bird, Mr. Laming Worthington Evans, and Mr. Arthur Bernard Lewin Hill, at the above address, under the old style and firm.

GENERAL.

It is announced that the late Mr. Gibbs, Q.C, has left a legacy of £1,500 to his clerk, Mr. R. G. Coveney.

The *Standard* says that the Archbishop of Canterbury has conferred the degree of Doctor of Laws upon the Mayor of Nottingham (Mr. Alderman Fraser), in recognition of the excellent manner in which he discharged the duties of his office during the recent visit of the Church Congress to Nottingham, and in recognition also of his attainments as a lawyer.

The clerks of the barristers practising on the Northern Circuit were entertained at a dinner at the Holborn Restaurant on Tuesday evening given by Mr. Justice Bigham (who was leader of the circuit for many years) in celebration of his recent elevation to the bench. Mr. Arthur Dones, clerk to the learned judge, occupied the chair.

On the 31st ult. Mr. Justice Grantham sat in the new court, Queen's Bench No. 10. His lordship observed that the court lists of cases under Order XIV. seemed to be very irregularly made up. Upon some days there was only one case in the list, while that day there were six. He did not know why that was so. The court itself was the most inconvenient that was ever invented. Neither counsel nor the ushers could get across the room. It would never do as a court.

At the Mansion-house Police-court on the 4th inst., Mr. William Mason Safford, of Bucklersbury, was summoned before Alderman Sir Walter Wilkin, at the instance of the Incorporated Law Society, for on the 12th of November, 1897, in the City of London, pretending that he was duly qualified to act as a solicitor. Mr. R. H. Humphreys, solicitor, appeared in support of the summons on behalf of the Incorporated Law Society. The defendant, who is an American solicitor, acted in November on behalf of Mr. Falk, a merchant in the City, in a partnership dispute. Mr. Lewis, the solicitor for Mr. Falk's partner, asked the defendant whether he was a solicitor. The defendant replied, "Yes, I am an American solicitor carrying on business in New York, and have done so for some years." On the 12th of November the defendant wrote a letter to a firm on the subject of the partnership dispute, and signed the letter "W. M. Safford, solicitor." The Incorporated Law Society contended that the defendant's so signing the letter was a technical infringement of the Solicitors Act, he not being an English solicitor. The defendant said he did this as an act of friendship and without fee or reward from Mr. Falk, and he did not know that he was transgressing the law. If that constituted an offence he pleaded guilty to a technical offence. Sir Walter Wilkin said the defendant had taken a very gentlemanly course. According to our law it was an offence. The defendant repeated that he did not do it for payment, but only out of friendship. Sir Walter Wilkin said it was a technical offence, and he would impose a technical fine of 10s. and 2s. costs.

In summing up, on the trial of a charge under the Criminal Law Amendment Act, at the Central Criminal Court on the 2nd inst., the Common Serjeant said that the Criminal Law Amendment Act provided that any person who was charged with an offence against that Act should be a competent but not compellable witness. The person charged could give evidence if he liked, but he need not do so unless he liked. The Legislature said that no one was to be a compellable witness. The prisoner Smith had declined to give evidence. Counsel for the prosecution therefore contended that the fact of the prisoner Smith having declined to give evidence was a corroboration of the prosecutrix's testimony. In support of that contention counsel referred to a work on the Criminal Law Amendment Act, in which there was a note which stated that, in a case tried before Mr. Justice (now Lord Justice) A. L. Smith, that learned judge said that the fact of a prisoner declining to give evidence was a corroboration of the case for the prosecution. That case was not reported, and he himself (the Common Serjeant continued) entertained the greatest possible doubt whether Lord Justice A. L. Smith ever said that, because, if that were so, it would mean that, in every case under the Criminal Law Amendment Act and the sections of the other statute mentioned in that Act, it was in the power of the judge to repeal the Act of Parliament. The Legislature said that the prisoner was a competent but not compellable witness; but if the judge told the jury in those cases in which corroboration was required by law that the fact of the prisoner not going into the witness box was a corroboration of the case for the prosecution, that would in effect be repealing the Act. No one could possibly be acquitted who did not go into the witness box. He was satisfied that Lord Justice A. L. Smith never did say that. The importance of the point was greatly increased because at the present time there was a Bill before Parliament providing that in every criminal case the prisoner should be a competent but not compellable witness.

In delivering judgment in a case before the House of Lords on the 1st inst. the Lord Chancellor said, according to the *Times*, "I am desirous of expressing my great regret that a case which apparently turned, as may be seen from the judgment of the court below, in a great measure upon two or three sentences in the specification should have taken the period of time which it has taken, both in the original court and in the Court of Appeal, to have a question which, as I say, turns upon five or six lines, determined. Having regard to the extravagant and extraordinary consumption of time which was involved in the determination of this case, witnesses of great eminence being called on both sides and evidence given which amounts in the book which I hold in my hand to 500 printed quarto pages, it is no wonder that if a case so simple in its character is so protracted, there is what is called a "block" in the courts of law. My lords, I can only say for myself that I regret very much that, while complaints are reaching me constantly of the difficulties of suitors in ordinary litigation in having their cases determined, it should be thought necessary in cases of this kind to waste so much time as was wasted in this case. I think it is worthy of the consideration of those engaged in such cases to remember that the Legislature has provided a tribunal for protracted scientific investigations, to which cases of this sort will have to be remitted if this case is to be taken as an example. The question to be determined in this case by a court of law is comparatively a short one, but if professors on every subject under heaven are to be brought to confront each other and give evidence on questions of this sort it is quite manifest that the ordinary principles which guide courts of justice cannot be adhered to, and what is called the scientific part of the case will have to be remitted to a totally different tribunal. I throw this out for the consideration of those who are engaged in something which is called litigation whether what I have suggested renders it possible to continue to try patent cases in the ordinary course of law. Everyone knows it is most satisfactory that they should be so determined, but if it becomes impossible by the ordinary process because the courts of Chancery and courts of common law are blocked up by cases of this sort it is manifest that such a system cannot be permitted to continue."

WINDING UP NOTICES.

London Gazette.—Friday, April 1.

JOINT STOCK COMPANIES.

Limited in Chancery.

Brighton and Hove Dairies, Limited—Creditors are required, on or before Friday, May 6, to send their names and addresses, and the particulars of their debts or claims, to Messrs Thomson & Co, 2 and 3, West st, Finsbury circus, solors to the liquidators

Commonwealth Syndicate, Limited—Creditors are required, on or before May 7, to send their names and addresses, and the particulars of their debts or claims, to Bedford McNeill, 5, Austin Friars. Todd & Co, Chancery lane, solors to liquidator

Count & Co, Limited—Creditors are required, on or before May 14, to send their names and addresses, and the particulars of their debts or claims, to Alexander Hall Downes, 28 and 29, St Swithin's lane. Neish & Co, Watling st, solors to liquidator

Gould & Mackenzie, Limited—By an order made by Wright, J, dated March 23, it was ordered that the voluntary winding up of Gould & Mackenzie, Limited, be continued. Maffey & Co, Gracechurch st, solors for petners

Hunwick & Co, Limited—Petn for winding up, presented March 29, directed to be heard April 20. Dade & Co, 100, London wall, solors for the petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 19

London Sewing Machine Syndicate, Limited—In pursuance of an order dated Jan 26, Mr Percy Masorn, 64, Gresham st, has been appointed liquidator in the place of Mr. Charles Minshull. Gabriel, Portugal st bldgs, Lincoln's inn, solor

New Tredegar Co-operative Society, Limited—Creditors are required, on or before April 22, to send their names and addresses, and the particulars of their debts or claims, to G. Alec Lewis, Market sq chmbrs, Merthyr Tydfil

Palwarejo Mining Co, Limited—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to Thomas Southcott, 27 and 28, Old Jewry. Greenwood & Co, Gracechurch st, solors to the liquidator

Syphon Elevator Syndicate, Limited (in Liquidation)—Creditors are required, on or before May 11, to send their names and addresses, and the particulars of their debts or claims, to Charles Luff, 11, Old Broad st. Burn & Berridge, Old Broad st, solors to the liquidator

Townsend Cycle Co, Limited, Newport, Mon. (in Liquidation)—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Messrs. Walter Hunter & Co, Council chambers, Corn st, Newport, Mon

London Gazette.—TUESDAY, April 5.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALBERTA STEAMSHIP CO, LIMITED—Creditors are required, on or before May 2, to send their names and addresses, and the particulars of their debts and claims, to Henry Douglas Eshelby, 24, North John st, Liverpool. Forshaw & Hawkins, Liverpool, solors for liquidator

AUSTRIAN INCANDESCENT SHARE CO, LIMITED—Creditors are required, on or before May 17, to send their names and addresses, and the particulars of their debts or claims, to Edward Hayes and William Henry Gillett, 41, Moorgate st. Francis & Johnson, Austin Friars, solors for liquidators

AUTOMATIC GAS METER (1895) CORPORATION, LIMITED—Creditors are required, on or before May 21, to send their names and addresses, and the particulars of their debts or claims, to Mr John E. Witham, Halifax. Walker & Rowe, Bucklersbury, solors to liquidator

BLUMFIELD MANUFACTURING CO, LIMITED (ERNEST-STREET WORKS, BIRMINGHAM)—Creditors are required, on or before April 21, to send their names and addresses, and the particulars of their debts or claims, to Rheece W Palk, 105, Colmore row, Birmingham Maddocks, Coventry, solor to the liquidator

BROWN, MICHEL, & PAGE, LIMITED—Petn for winding up, presented March 31, and directed to be heard April 20. Wood & Co, 6, Raymond bldgs, Gray's inn, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 19

EMMADURG NATURAL TABLE WATERS, LIMITED—Creditors are required, on or before Tuesday, May 17, to send their names and addresses, and the particulars of their debts or claims, to Mr. John William Gundry Coombs, Clarendon chmbrs, 14, St Anne's sq, Manchester.

ENGLISH INCANDESCENT GAS SHARE CO, LIMITED—Creditors are required, on or before May 17, to send their names and addresses, and the particulars of their debts or claims, to Edward Hayes and William Henry Gillett, 41, Moorgate st. Francis & Johnson, Austin Friars, solors for liquidators

EPPING NATURAL MINERAL WATER CO, LIMITED—By an order made by Wright, J, dated March 3, it was ordered that the voluntary winding up of the company be continued. Trower & Co, New sq, Lincoln's inn, solors for petner

IMPROVED ELECTRO-PLATING CO, LIMITED—Petn for winding up, presented April 4, directed to be heard on April 20. Rushton, New inn, Strand, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 19

INCANDESCENT GAS LIGHT CO, LIMITED—Creditors are required, on or before May 17, to send their names and addresses, and the particulars of their debts or claims, to Edward Hayes, 41, Moorgate st. Francis & Johnson, 26, Austin-friars, solors to the liquidator

IRISH INCANDESCENT GAS LIGHT CO, LIMITED—Creditors are required, on or before May 17, to send their names and addresses, and the particulars of their debts or claims, to Edward Hayes, 41, Moorgate st. Francis & Johnson, Austin-friars, solors to the liquidator

OSBORNE ESTATE (ISLE OF WIGHT) CO, LIMITED—Creditors are required, on or before May 7, to send their names and addresses, and the particulars of their debts or claims, to Mr. Henry John Bliss, 106, Cheapside. Edell & Gordon, King st, Cheapside, solors to the liquidator

ROXBURGHE PRESS, LIMITED—By an order made by Wright, J, dated March 16, it was ordered that the voluntary winding up of the Roxburghe Press, Limited, be continued. Wetherfield & Co, solors for the petners

SUNBEAM FARMING CO, LIMITED—Creditors are required, on or before May 17, to send their names and addresses, and the particulars of their debts or claims, to Sydney Saker, 37, Havelock rd, Hastings

FRIENDLY SOCIETY DISSOLVED.

FRIENDLY AND PROVIDENT SOCIETY, Bell Inn, Tilney, All Saints, Norfolk. March 30

ENNISKILLEN LODGE OF LOYAL ORANGEMEN DISTRICT SICK AND BURIAL SOCIETY, Red Lion Inn, 2, Gas House lane, Willington Quay on Tyne, Northumberland. March 30

SILK DRESSERS' SOCIETY, Oddfellows' Hall, Brighouse, York. March 23

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 25.

AYLWIN, CHARLES EDWARD, Jerningham rd, New Cross April 30 Frank Rayden, High st, Boro

BAHADOOR, RAI TEJNARAYAN SINGH, Bhagulpore, India April 30 Morgan & Co, Old Broad st

BAKER, RALPH, Salford April 25 Lawson & Co, Manchester

BAKER, THOMAS, Scarborough April 15 Watts & Co, Scarborough

BERNARD, ELLEN, Overross, Ross, Hereford April 30 Wilson, Bath

BLAINE, Sir ROBERT STICKNEY, Bath April 30 Kearsey & Co, Old Jewry

BOWLER, JANE ANN, Withington, Lancs April 4 Bowler, Manchester

BRAYSHAW, PAUL, Shipley, Yorks, Grocer April 25 Morgan & Morgan, Bradford

BRIMSON, ANN, Barcheston, Warwick April 25 Hancock & Co, Shipston on Stour

BROOKE, THOMAS, Bristol, Manufacturer May 14 Lawrence & Co, Bristol

BURROUGHS, BENJAMIN GUSTAVUS, Clifton, Bristol April 30 Burroughs, Bristol

CECIL, Lord SACKVILLE ARTHUR, Beckenham, Kent May 2 Nicholson & Co, Prince's st Storey's gate

CLARK, WILLIAM JOHN, Withington, nr Manchester, Merchant April 27 Farrer & Co, Manchester

CLEARY, THOMAS, Birkenhead April 7 Teebay & Lynch, Liverpool

COGSWELL, BENJAMIN FREDERICK, Croydon May 3 H B Worrell & Son, Coleman st

COMPSON, SAMUEL, Birmingham, Glass Blower April 21 Shirley Smith, Birmingham

COTTON, Mrs ELIZABETH, Sylvan rd, Forest Gate May 7 Crawford & Chester, Cannon st

DA COSTA, LOUISA, Brighton April 30 Howlett & Clarke, Brighton

DALBY, JOHN, Boston Spa, York April 9 Hugh W & R Pearson, Helmsley

DAY, EDWIN, Scarborough April 30 Scholefield & Co, Batley

EVANS, WILLIAM DIXON, Madeley, Salop, Draper April 30 Potts & Potts, Broseley

FISLAYSON, GEORGINA DASHWOOD, Hornsey May 2 Garrett, Gt James st

FRIPP, ELIZABETH, Teignmouth May 28 Abbott & Co, Bristol

GASSON, WILLIAM, Leadenhall st May 4 Ince & Co, Fenchurch st

GIBBS, FREDERICK WAYMOUTH, South Kensington, CB, QC May 2 Wilde & Co, College hill

HABBERLEY, ANN, Kidderminster April 18 Crowther & Boning, Kidderminster

HARPER, JOHN CYRIL STANLEY Newcastle upon Tyne, Dental Surgeon May 6 Wilkinson & Marshall, Newcastle upon Tyne

JAY, CARL, Bexley, Kent April 30 Kearsey & Co, Old Jewry

JONES, EMMA MARIA, South Mimms, nr Barnet, Innkeeper April 30 Boyes, Barnet

JONES, THOMAS WILLIAM CARMALT, Esq, Westbourne st, Hyde Park May 2 Nicholson & Co, Prince's st, Storey's gate

KIDD, JOHN, Swinton, nr Manchester, Iron Merchant July 1 Berry, Walkden, nr Farnworth

LEWIS, JOHN, New Barnet, Herts April 30 Boyes, Barnet

LOOSMORE, ANN, Pitminster, Somerset May 1 Kite & Broomhead, Taunton

MACLENNAN, RODERICK, Liverpool, Draper April 30 Geddes, Liverpool

MIDDLEMORE, ELIZA MARIA, Thorngrove, Worcester April 30 Hughes & Brown Worcester

MIDDLEMORE, ROBERT FREDERICK, Thorngrove, Worcester April 30 Hughes & Brown, Worcester

MORRIS, JOSEPH ROBERT, Ramsgate April 23 Hunters & Haynes, New sq, Lincoln's inn

NEAME, LOUISA, Buckingham palace Mansions May 11 Tassell & Son, Faversham

OLLEY, WALTER WILLIAM, Sunderland April 18 Burnicle, Sunderland

PEAKE, MARIA SOPHIA, Milverton, Somerset April 30 Payne, Milverton

PONTON, JOHN WILLIAM, Faversham, Kent, Coachbuilder May 1 Johnson, Faversham

REES, ROSINA ANN, Clifton, Bristol May 28 Abbott & Co, Bristol

ROBINSON, THOMAS, Droylsden, nr Manchester April 11 A & G W Fox, Manchester

SHEFFIELD, HENRY, Londonderry, Ireland April 30 Henderson & Co, Philpot la

SOUNDY, ANNIE, Teddington June 20 Day & Co, Norfolk st, Strand

STEVENS, JOHN, Newport, Salop May 1 Holmes, Shifnal

STOCKHARDT, CARL HEINRICH JULIUS WALDEMAR, South Kensington, Clerk April 21 A H Arnould & Son, New ct, Lincoln's inn

TONGE, JOSHUA WILLIAM, Stalybridge, Chester, Corn Merchant May 1 Ives, Stalybridge

TOWNSHEND, ALICIA JANE, Hyde Park gate May 1 Rowcliffes & Co, Bedford row

WILLMOTT, WILLIAM, Ampton st, Gray's inn rd April 19 Robinson, Boncath

WILTON, JAMES, Brighton April 23 Bridgman & Willcocks, College hill

WRIST, WILLIAM, Upper Tooting, Baker April 30 Cork, Seething lane

London Gazette.—TUESDAY, March 29.

ACKLAND, THOMAS, Shaftesbury, Dorset, Ironmonger April 16 Rutter & Rutter, Shaftesbury

ANSON, The Ven GEORGE HENRY GREVILLE, Birch, nr Manchester May 12 Earle & Co, Manchester

ATKINSON, ALICE, Liverpool May 1 Rudd, Liverpool

BARROWCLOUGH, JONAS, Manchester, Clothier April 24 Turner, Huddersfield

BOWLES, JAMES, Stoke Newington, Builder's Manager April 22 Page, Queen Victoria st

BRAUND, MARY ANN, St Leonard's on Sea May 1 Morgan, Hastings

BRIGGS, JAMES, Brighouse May 2 Barber & Oliver, Brighouse

BROWN, JAMES, Heywood, Lancs, Innkeeper April 16 Stott, Rochdale

BROWN, JOHN, Walton, Liverpool April 20 Sunter, Liverpool

BROWNE, EMMA, Chorley, Lancs April 30 Mayhew & Co, Wigan

BRYERS, JOHN, Bickerstaffe, Lancs, Farmer May 5 Leo & Co, Ormskirk

BURDIS, WILLIAM JAMES, Croydon May 14 Lincoln, Mark in

CURRIE, CECILIA CADOGAN, Pevensey Bay, Sussex April 30 Lee & Pembertons, Lincoln's inn fields

DEANE, HARRIET, Colchester May 16 Elwes & Turner, Colchester

ELLISON, EGBERT, Stratford, Essex May 1 Watkins, Bashinghall st

ELVIDGE, ANN, Metheringham, Lincoln April 25 Toynbee & Co, Lincoln

FISHWICK, WILLIAM, Newport, Salop, Saddler April 30 Fisher & Hodges, Newport

FOX, JOHN, Shrewsbury April 80 Sprott & Morris, Shrewsbury

GOODCHILD, JOHN, Hampstead April 15 Fishers, Essex st

GRAY, THOMAS, Thornton Heath, Surrey June 1 Hunters & Haynes, New square, Lincoln's inn

HART, ERNEST ABRAHAM, Totteridge, Herts, Editor May 3 Joseph & Hyam, Finsbury pvmnt

HOY, ANN, Hastings April 30 Chalk & Thatcher, Bishopsgate st Without

HUNT, JOHN MORTIMER, Airlie grdns, Campden Hill April 30 Witham & Co, Gray's inn sq

JENNINGS, WILLIAM, Wadebridge, Cornwall April 30 Ellis, Wadebridge

KEMP, ELIZABETH JANE, Camden Town April 30 Long & Gardiner, Lincoln's inn fields

KING, ELLEN MARY, Bolsover st, Portland pl April 30 Harman, Gt Portland st

LAWRENCE, THOMAS, Trinity rd, Wood Green May 9 Letts Bros, Bartlett's bldgs

MARSHALL, WILLIAM, Todmorden, Lancs April 30 Craven, Todmorden

MORAN, MICHAEL, Middlesborough, Fruit Merchant April 25 Punch, Middlesborough

MOY, JOHN JAMES, Newcastle upon Tyne April 29 Ward, Newcastle

NASH, ELIZABETH, Montagu sq April 15 Budd & Co, Bedford row

PARRY, FREDERICK, Chester, Stationer April 25 Evans, Chester

READ, WILLIAM THOMAS, Kentish Town May 5 Bellord & Co, Lime st

ROWLAND, JOSEPH, Stockport April 30 Chapman & Co, Manchester

SOLEY, Rev THOMAS LEWES, Northampton April 30 Mowll & Mowll, Canterbury

TITLEY, JOHN, Madeley May 2 Potts & Potts, Broseley

TOWNSEND, MARY PRISELEY, Oxford May 18 Walsh & Son, Oxford

WARNER, EMILY WHITE, Acton June 24 Fraser & Son, Southampton st, Bloomsbury

WHITCOMBE, ANN, Canterbury April 30 Mowll & Mowll, Canterbury

WHEAT, ANN, Nottingham April 27 Wing & Son, Nottingham

London Gazette.—FRIDAY, April 1.

ADDINGTON, JAMES, Camberwell, Corn Factor April 30 Avery & Wolverson, New Cross rd

ALLISON, GEORGE, Monkwearmouth, Durham, Contractor May 14 Adamson Rhagg, Newcastle on Tyne

ARMITAGE, Miss SARAH ANNE, Bude, Cornwall April 30 Morse & Co, Copthall bldgs

BARLOW, JOHN, West Auckland, Durham, Farmer May 1 Wilkinson, Bishop Auckland

BARLOW, THOMAS, Torkington Lodge, nr Stockport May 13 W L Welsh & Sons, Manchester

BELL, BENJAMIN, Burton on Trent, General Smith May 1 Skinner, Burton on Trent

BENNISON, WILSON THOMAS JAMES, Montague pl, Bedford sq, Surveyor April 26 Tryon, Crosby sq

BOURNE, GEORGE, Harborne, Stafford, Tube Manufacturer May 1 Jeffery & Co, Birmingham

BROWN, THOMAS, York June 30 Ware & Sons, York

CAREY, FREDERICK, Kensington, Produce Broker May 4 Wood & Co, Southend on Sea

CARLYON, GEORGE RICHARD GWAVAS, Tregrehan, Cornwall May 7 Rose & Johnson, Delahay st, Westminster

CLARKE, BOOTH FREDERICK, Serjeants' inn, Fleet st, Solicitor April 30 Beaumont & Son, Lincoln's inn fields
COOK, JAMES, Tunstall, Stafford May 1 Adams, Tunstall
COOPER, WILLIAM COOPER, Bedford May 12 Farrer & Co, Lincoln's inn fields
COULTHURST, JAMES, Liverpool, Labourer May 30 Quilliam, Liverpool
DAWSON, JOHN, Exeter May 12 Mumford & Co, Bradford
DENNIS, GEORGE CHRISTOPHER, York June 30 H J Ware & Sons, York
DEW, FREDERICK DUNCAN, Chelsea, Licensed Victualler April 30 Copeman & Ladell, Norwich
DICKINSON, WILLIAM, Birkenhead, Yacht Builder May 2 Reinhardt, Birkenhead
ELEY, ELIZABETH, Sandbach, Chester May 13 Bygott & Sons, Sandbach
EVERSHED, CHARLES LAMBERT, Arundel May 2 Carleton & Co, Bedford row
EVANS, HENRY LLOYD, South Kensington May 1 Hores & Co, Lincoln's inn fields
FOSBERY, HENRY, Leicester April 30 Stevenson & Son, Leicester
FRANKLIN, HENRY WALKER, Knightrider st April 30 H H Wells & Son, Paternoster row
FREEMAN, SOPHIA, Bradford April 30 James Freeman, Bradford
FREER, GEORGE, Hinckley, Leicester, Barber May 5 Saml Preston & Son, Hinckley
GREENHILL, SAMUEL, Kilburn April 23 Cox & Lafone, Salters' Hall ct, Cannon st
HAKE, GEORGE HENRY, Forest Gate, Essex April 30 Bradshaw, Leadenhall st
HAMBLIN, CHARLES, Reading, Berks April 30 Beale & Martin, Reading
HANKINS, GEORGE, Poplar May 9 Hillearys, 5, Fenchurch bldgs
HIGGINSON, ELLEN, Preston April 25 Clarke & Co, Preston
HODGSON, WILLIAM, Barrow in Furness May 1 Townsend, Barrow in Furness
HOGG, GRAHAM, Leamington May 2 Wright & Hassalls, Leamington
HOOPER, HENRY HORN, Exmouth, Builder April 30 Petherick & Sons, Exmouth
HOTHERSALL, JOHN, Manchester May 18 Leach & Son, Manchester
HUNT, JOHN, Leamington, Licensed Victualler May 2 Wright & Hassalls, Leamington
ISLES, WILLIAM, Preston, Provision Dealer April 23 Ward, Preston
JONES, JOHN DAVIES STACEY, Carmarthen May 1 Browne, Carmarthen
JONES, THOMAS HENRY, Aberystwith, Cardigan May 12 Roberts & Evans, Aberystwith
KENT, MARK, Newmarket, Builder May 1 D'Albani & Ellis, Newmarket
KNOWLDEN, ELIZABETH, Chiswick May 9 Goodman, Clapham
LAMBOURN, ELIZABETH, Taplow, Bucks May 16 Bisdell & Thompson, Jermyn st
LETHEREN, CHARLES RATCLIFFE, Exeter, Shopkeeper April 15 Hutchings, Exeter
LLOYD, ANNA GORE, Haverstock hill April 30 Layton & Webber, St Helen's pl
LOW, MARY ANN, Cambridge April 16 Papworth & French, Cambridge
LUNN, FRANCES MARY, West Lavington, Sussex May 3 Webbers & Duncan, Southampton bldgs
MOFFATT, THOMAS, Crosthwaite, nr Kendal, Farmer April 30 Cartmell, Kendal
MONCKTON, CLAUD, Rickmansworth May 1 Francis & Calder, Adelaide pl
MARSHALL, THOMAS, Cotgrave, Nottingham, Farmer April 30 Spencer, Nottingham
MUGGLETON, HEZEKIAH, Cambridge, Grocer May 7 Eaden & Spearing, Cambridge
ODLING, EDWARD, Buslingthorpe, Lincoln April 26 Page & Padley, Market Rasen
ORD, CHRISTOPHER KNOX, Lewisham April 15 Shalless, Greenwich
ORGAN, EDWIN, Olveston, Glos, Innkeeper May 21 Crossman & Co, Thornbury R SO
PIGOTT, RICHARD, Besthorpe, Nottingham May 14 Hodgkinson, Newark on Trent
POTTS, MARIA, Bishop Auckland, Durham May 1 Wilkinson, Bishop Auckland
PRICE, SARAH EMILY, Westbourne grove May 11 Fladgate & Co, Craig's ct
PURCELL, JOHN, Sandbach, Chester May 13 Bygott & Sons, Sandbach
ROGERS, JOSEPH EDWARD GILBERT, Sheerness, Kent, Surgeon May 1 W J & E H Tremellen, Chancery lane
ROWE, JAMES, and ELIZABETH ROWE, Moston, Manchester April 30 Lancashire & Humphreys, Manchester
SHEPHERD, HENRY, Heaton Chapel, nr Manchester, Yarn Salesman April 15 Symonds, Manchester
SHEPHERD, THOMAS JAMES, Seacombe, Chester May 13 Oliver Jones & Co, Liverpool
SHARE, EDWARD, Reading, Berks April 30 Foskett, Devereux chmbrs, Temple
TANNER, HARRIET ANN, St Leonards on Sea May 9 R B Wheatly & Co, New inn, Strand
TAYLOR, MRS ALICIA EMILY, Torquay April 30 T B & W Nelson, Cannon st
TOTTLE, GEORGE, High Wycombe, Bucks, Commission Agent May 5 Clarke & Son, High Wycombe
TURTON, GEORGE THORPE, Aston, Birmingham May 10 Reilfern & Son, Birmingham
VILLIERS, Right Hon CHARLES PELHAM, Chelsea May 14 Witham & Co, Gray's inn sq
WALFORD, RYLAND JAMES, Felsham Hall, nr Bury St Edmunds May 16 May & Co, Laurence Pountney hill
WATKINSON, STALLWOOD FREDERICK, Stratford, Beer Retailer May 9 Hillearys, Fenchurch bldgs
WEEKS, JOHN, North Petherton, Draper April 27 Aldridge & Thompson, Highbridge Somerset
WHALLEY, FREDERICK ROBERT, Clapham May 14 Bolton & Co, Temple gdns
WILKINS, SAMUEL, Bristol May 7 Pershouse, Bristol
WILLIAMS, ANNE, Laugharne, Carmarthen May 1 Browne, Carmarthen
WOOD, ALEXANDER FLETCHER, Cheshunt, Hereford May 11 Hawks & Co, Borough High st
WOODS, LUCY MARIA, Nottingham May 7 Harston, Bishopgate st Within

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, April 1.

RECEIVING ORDERS.

BAKER, ALFRED AQUILA, St James's st High Court Pet March 4 Ord March 29
BAYST, FREDERICK, Hackney rd, Pork Butcher High Court Pet March 12 Ord March 28
BRAMWELL, ANDREW, South Shields, Provision Dealer Newcastle on Tyne Pet March 30 Ord March 30
BROADBENT, ALBERT EDWIN, Dewsbury, Plasterer Dewsbury Pet March 29 Ord March 29
BROOKFIELD, WILLIAM, EDWARD BROOKFIELD, and WILLIAM BALL, Longton, Staffs, Earthenware Manufacturers Stoke upon Trent Pet March 29 Ord March 29
BULLOCK, HERBERT WILLIAM, Chatham High Court Pet March 4 Ord March 29
CLARKSON, JOSEPH HENRY, Acock's Green, Warwicks, Accountant Clerk Birmingham Pet March 28 Ord March 28
CLEMENTS, FRANCIS, Worthing, Provision Merchant Brighton Pet March 28 Ord March 28
CLEMENTS, THOMAS, New Swindon, Wilts, Fruiterer Swindon Pet March 29 Ord March 29
COOK, EDWARD, Gt Grimsby, Fish Merchant Gt Grimsby Pet March 28 Ord March 28
DARTNALL, HENRY THOMSON, Cheltenham, Stationer Cheltenham Pet March 29 Ord March 29
DAVIES, THOMAS GRIFFITH COOK WYNTON, Fenchurch st, Secretary High Court Pet March 2 Ord March 29
FIDLER, WALTER, New Basford, Nottingham, Grocer Nottingham Pet March 30 Ord March 30
FITZCLARENCE, The Hon W G, Worthing Brighton Pet March 12 Ord March 29
HARRISON, THOMAS, Rutland Leicester Pet March 28 Ord March 28
JENKINS, OLIVER, Cardiff, Grocer Cardiff Pet March 30 Ord March 30
LILLIE, DOUGLAS, Port Clarence, Durham, Grocer Stockton on Tees Pet March 25 Ord March 29
LONGBOTTOM, JOSEPH, Kippax, Yorks, Colliery Carpenter Wakefield Pet March 30 Ord March 30
LONGDON, ARTHUR, Boston, Lincs, Licensed Victualler Boston Pet March 21 Ord March 30
NAYLOR, GEORGE HEATH, Hoyland Nether, nr Barnsley, Yorks, Postmaster Barnsley Pet March 16 Ord March 28
NICOL, JOHN GLOVER, Worcester, Glove Manufacturer Worcester Pet Mar 29 Ord Mar 29
ORAMS, GEORGE WALTER, Evesham, Worcester, Watchmaker Worcester Pet March 30 Ord March 30
OSBORNE, WILLIAM HENRY, St George's rd, Southwark, Publican High Court Pet March 12 Ord March 30
OWEN, SEPTIMUS STANLEY, Openshaw, nr Manchester, Grocer Manchester Pet March 30 Ord March 30
PAGE, EDWARD ROBERT, Rhymney, Mon, Boot Dealer Tredegar Pet March 29 Ord March 29
PAYNE, THOMAS, St John's Wood, Cook High Court Pet March 30 Ord March 30
PERKIN, JAMES, Milford Haven, Pembroke, Draper Pembroke Dock Pet March 16 Ord March 28
RIDEAL, CHARARD FREDERICK, Victoria st, Publisher High Court Pet Jan 24 Ord March 30
RIDGWAY, FRANK, Manchester Manchester Pet March 5 Ord March 28
SEYMOUR, WILLIAM, Soham, Cambridge, Farmer Cambridge Pet March 29 Ord March 29
SHRIEBERG, JACOB, Bedford st, Commercial rd, Boot Manufacturer High Court Pet March 29 Ord March 29
SIMMONDS, EDWARD, Balsall Heath, Worcesters, Gasfitter Birmingham Pet March 29 Ord March 29
SKEVINGTON, ALFRED, Leicester, Commercial Traveller Leicester Pet March 29 Ord March 29
SQUIRES, THOMAS, Bletchley, Bucks, Butcher Northampton Pet March 30 Ord March 30
STONE, JOHN VOISEY, Bristol, Printe Bristol Pet March 30 Ord March 30
TEALE, EDMUND, Waterloo, Lancs, Accountant Liverpool Pet March 10 Ord March 28
THOMAS, HENRY POWELL, High st, Ponder's End, Draper Edmonton Pet March 28 Ord March 28
TOAS, GEORGE, Astley Bridge, nr Bolton, Shoeing Smith Bolton Pet March 30 Ord March 30
WILDGOOSE, JOB, Levenshulme, nr Manchester Manchester Pet March 29 Ord March 29
WILLCOCKS, GEORGE, Falmouth, Saddler Truro Pet March 30 Ord March 30
WILLIAMS, DAVID, Manchester Manchester Pet March 28 Ord March 28

FIRST MEETINGS.

AINSWORTH, ROBERT, Manchester April 15 at 2.30 Off Rec, Byrom st, Manchester
BAKER, GODFREY HUGH MASSY, Bolton, Officer April 14 at 3 16, Wood st, Bolton
COX, HARRY, Boscombe, Wine Merchant April 13 at 1 Challis's Hotel, Rupert st, London
DAVIES, DAVID MORGAN, Penarth, Glams, Clothier April 14 at 3 Off Rec, 29, Queen st, Cardiff
EASTWOOD, JANE, Leeds, Greengrocer April 14 at 11 Off Rec, 22, Park row, Leeds
EGGLESTONE, JOHN, Bishop Auckland, Durham, Mason April 9 at 12.50 Talbot Hotel, Market pl, Bishop Auckland
FOX, THOMAS, Penzance, Nurseryman April 12 at 12 Off Rec, Boscawen st, Truro
HOBDAY, HERBERT WILLIAM, Canterbury, Grocer April 16 at 11 Off Rec, 73, Castle st, Canterbury
JAMES, ANN, Llanelly April 9 at 11.30 Off Rec, 4, Queen st, Carmarthen
NICHOLSON, GEORGE ROBERT, Shildon, Durham, Ironmonger April 9 at 12.30 Talbot Hotel, Market pl, Bishop Auckland
PALMER, JAMES, Swansea, Coachbuilder April 13 at 2.15 Off Rec, 31, Alexandra rd, Swansea
POWELL, WILLIAM, Cardiff, Hotel Keeper's Manager April 14 at 11.30 Off Rec, 29, Queen st, Cardiff
PRICE, JOHN, Westbourne grove, Fishmonger April 14 at 12 Bankruptcy bldgs, Carey st
RIDGWAY, FRANK, Manchester April 15 at 3 Off Rec, Bryom st, Manchester
ROBERTS, WILLIAM, Leeds April 14 at 12 Off Rec, 22, Park row, Leeds
ROBERTS, WILLIAM, Painswick rd, nr Glos, Market Gardener April 14 at 12 Off Rec, Station rd, Gloucester
RYDER, JAMES, Markington, Yorks, Builder April 25 at 11.30 Court house, Northallerton
SMITH, OSWALD IGNATIUS, Selby, York, Potato Merchant April 13 at 12.15 Off Rec, 28, Stonegate, York
SPOUSE, HENRIETTA, Margate April 16 at 11.30 Off Rec, 73, Castle st, Canterbury
THOMAS, WILLIAM, Bridgend, Glam, Boot Dealer April 14 at 11 Off Rec, 29, Queen st, Cardiff
TOAS, GEORGE, Astley Bridge, nr Bolton, Shoeing Smith April 13 at 11 16, Wood st, Bolton
TRUE, CHARLES L, Pimlico April 14 at 1 Bankruptcy bldgs, Carey st
WOODS, WILLIAM, Whiston, Lancs, Publican April 13 at 12 Off Rec, 35, Victoria st, Liverpool

ADJUDICATIONS.

BAYST, FREDERICK WILLIAM, Hackney rd, Pork Butcher High Court Pet March 12 Ord March 29
BRAMWELL, ANDREW, South Shields, Provision Dealer Newcastle on Tyne Pet March 30 Ord March 30
BROADBENT, ALBERT EDWIN, Dewsbury, York, Plasterer Dewsbury Pet March 29 Ord March 29
CHICK, CHARLES, Taunton, Somerset, Builder Taunton Pet March 12 Ord March 29
CLARKSON, JOSEPH HENRY, Acock's Green, Warwicks, Accountant Clerk Birmingham Pet March 28 Ord March 30
CLEMENTS, FRANCIS, Worthing, Provision Merchant Brighton Pet March 28 Ord March 30
CLEMENTS, THOMAS, New Swindon, Wilts, Fruiterer Swindon Pet March 29 Ord March 29
COHEN, PHILIP, Stoke Newington Edmonton Pet Feb 19 Ord March 29
COOK, EDWARD, Great Grimsby, Fish Merchant Great Grimsby Pet March 28 Ord March 28
CROSBIE, CHARLES HOWARD, Mevagissey, Cornwall Truro Pet Sept 22 Ord March 29
DARTNALL, HENRY THOMSON, Cheltenham, Stationer Cheltenham Pet March 29 Ord March 29
FIDLER, WALTER, New Basford, Nottingham, Provision Dealer Nottingham Pet March 30 Ord March 30
HUDSON, WILLIAM, Red Lion st, Holborn, Letterpress Printer High Court Pet March 5 Ord March 29
IRONS, GEORGE ENOS, Stoke Newington, Corn Dealer High Court Pet March 22 Ord March 29
LILLIE, DOUGLAS, Port Clarence, Durham, Grocer Stockton-on-Tees Pet March 24 Ord March 29
LLOYD, WALLACE LLEWELLYN, Morecambe, Lancs, Cycle Agent Preston Pet March 11 Ord March 29
LONGBOTTOM, JOSEPH, Kippax, Yorks, Colliery Carpenter Wakefield Pet March 30 Ord March 30
LYDHARD, MAURICE ALBERT, Llandrindod Wells, Radnor Stationer Newtown Pet March 19 Ord March 28
MORGAN, BENJAMIN HOWELL, North Kensington High Court Pet Feb 10 Ord March 29
ORAMS, GEORGE WALTER, Evesham, Worcesters, Watchmaker and Jeweller Worcester Pet March 30 Ord March 30
OWEN, SEPTIMUS STANLEY, Openshaw, nr Manchester Grocer Manchester Pet March 30 Ord March 30
PAGE, EDWARD ROBERT, Rhymney, Mon, Boot Dealer Tredegar Pet March 29 Ord March 29
PAYNE, THOMAS, St John's Wood, Cook High Court Pet March 30 Ord March 30
ROLLASON, WILLIAM HENRY, Hatton garden, Tinplate Worker High Court Ord March 26
RULE, JOHN THOMAS, Camborne, Cornwall, Tin Streamer Truro Pet Feb 26 Ord March 28
SEYMOUR, WILLIAM, Soham, Cambridge, Farmer Cambridge Pet March 29 Ord March 29
SHATTOCK, HAROLD ALLERTON, and STANLEY MORTIMER SHATTOCK, South Kensington High Court Pet Feb 16 Ord March 26
SHRIEBERG, JACOB, Bedford st, Commercial rd, Boot

Manufacturer High Court Pet March 29 Ord March 29

SKEVINGTON, ALFRED, Commercial Traveller Leicester Pet March 29 Ord March 29

SKUSE, THOMAS GEORGE, Swansea, Grocer Swansea Pet March 11 Ord March 28

SMITH, WILLIAM NORTHEY, West Kensington, Jeweller High Court Pet Feb 8 Ord March 26

TASKER, FREDERICK TALBOT, Dartford, Solicitor High Court Pet March 14 Ord March 28

TOAS, GEORGE, Astley Bridge, nr Bolton, Shoeing Smith Bolton Pet March 30 Ord March 30

TOWLER, WILLIAM ABEL, Forest Gate High Court Pet Feb 22 Ord March 26

WARD, EDWIN, and NATHANIEL LEASK, North End passage, Wellclose sq, Cigar Merchants High Court Pet March 12 Ord March 26

WILDGOOSE, JOB, Levenshulme, nr Manchester Manchester Pet March 29 Ord March 29

WILLCOCKS, GEORGE, Falmouth, Saddler Truro Pet March 29 Ord March 30

WILLIAMS, DAVID, Hulme, Manchester Manchester Pet March 28 Ord March 28

ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

WILSON, JAMES GEORGE, Pembroke, Saddler Pembroke Dock Adjud Oct 25, 1897 Annul and Resc Feb 9

NOTE.—Re Samuel Addingley, Wakefield. The Notice of Adjudication published in the London Gazette of March 25 is hereby cancelled, no Order of Adjudication having been made.

London Gazette.—TUESDAY, April 5.

RECEIVING ORDERS.

ALLINSON, JOHN BENJAMIN, Leeds, Boot Manufacturer Leeds Pet March 31 Ord March 31

BOULD, JOSEPH, Longton, Staffs, Wholesale Cabinet Maker Stoke upon Trent Pet April 2 Ord April 2

BRAMHAM, THOMAS SHEPHERD, Leeds, Builder's Manager Leeds Pet March 30 Ord March 30

BROWNE, OSCAR, Nottingham Nottingham Pet Jan 17 Ord Feb 18

CLEWES, GEORGE HENRY, Derby, Grocer Derby Pet March 31 Ord April 1

DENHAM, GEORGE, Brighouse, Yorks, Cooper Halifax Pet April 1 Ord April 1

DERWITT, FRANK GIBSON, Gosport, Hants, Cycle Maker Portsmouth Pet March 31 Ord March 31

EMERSON, J L, Aldershot Guildford Pet Jan 8 Ord April 2

EVERETT, GEORGE EDWARD, Birmingham, Auctioneer Birmingham Pet March 12 Ord March 31

EWING, BASIL, Chesterfield, Corn Merchant Chesterfield Pet April 2 Ord April 2

FINE, JACOB, Aberdare, Glam, Furniture Dealer Aberdare Pet April 1 Ord April 1

GIFFORD, SYDNEY HERBERT, Willesborough, Kent, Miller Canterbury Pet March 16 Ord March 31

GREEN, BERNARD JOSEPH, Wolverhampton, Architect, Wolverhampton Pet April 1 Ord April 1

GUEST, ARTHUR, and WILLIAM PRESCOTT, Rotherham, Builders Sheffield Pet April 2 Ord April 2

HERZOG, FREDERICK, Cranwick rd, Stamford Hill, Cotton Broker High Court Pet April 1 Ord April 1

HUNT, ALFRED, Plumstead, Tailor Greenwich Pet March 30 Ord March 30

HUNTER, JOHN, Pwllheli, Carnarvons, Contractor Portmadoc Pet April 2 Ord April 2

JONES, CLEMENT SELKIRK, Peckham, Furniture Dealer High Court Pet Feb 24 Ord April 1

JONES, EMILY ELLEN, Walsall, Milk Purveyor Walsall Pet March 31 Ord March 31

LOCK, THOMAS, Reading, Horse Dealer Reading Pet March 29 Ord March 29

MARSHALL, CHARLES WALKDEN, Oldham, Greengrocer Oldham Pet April 1 Ord April 1

MORITZ, LIONEL, Bury st, General Merchant High Court Pet March 31 Ord March 31

MORRELL, JOHN WILLIAM, Nidd, Yorks, Farmer York Pet March 31 Ord March 31

MOULDING, HENRY, Blackburn, Cabinet Maker Blackburn Pet March 29 Ord March 29

PAGETT, JOHN, Maindee, Newport, Mon, Boot Dealer Newport, Mon Pet April 1 Ord April 1

PERKIN, MARY JANE, Milford Haven, Pembroke, Draper Pembroke Dock Pet April 1 Ord April 1

POOLES, CLARA, Newport, I W, Schoolmistress Newport Pet March 30 Ord March 30

POWELL, JAMES, Feltham, Farmer Kingston, Surrey Pet Feb 12 Ord March 18

RILEY, OWEN, Moss Side, nr Manchester, Grocer Salford Pet March 17 Ord April 1

SHEPPARD, HENRY JAMES, Bedford, Florist Bedford Pet March 25 Ord March 30

SNOW, ARTHUR, Essex st, Strand, Solicitor High Court Pet Feb 14 Ord March 31

STEVENS, ARTHUR HORACE, and PERCY CREW HANLEY, Brockley rd, New Cross, Surrey, Accountants High Court Pet April 1 Ord April 1

TALBOT, ELI, Worle, Somerset, Baker Bridgwater Pet April 1 Ord April 1

THOMAS, JOHN, Treorky, Glam, Licensed Victualler Pontypridd Pet April 2 Ord April 2

THORNLEY, HENRY, Essington, nr Wolverhampton, Farmer Wolverhampton Pet April 2 Ord April 2

TIBBITTS, THOMAS WILLIAM, Wednesbury, Staffs, Butcher West Bromwich Pet March 31 Ord March 31

TRUSCOTT, ELIZABETH ALICE HARRIS, Wadebridge, Cornwall Truro Pet Feb 17 Ord April 2

WILLIAMS, THOMAS, Brixton, Baker High Court Pet April 2 Ord April 2

WILLIAMS, WILLIAM, Porth, nr Pontypridd, Engine Driver Pontypridd Pet March 29 Ord March 29

Amended notice substituted for that published in the London Gazette of April 1:

WILLIAMS, DAVID, Hulme, Manchester Manchester Pet March 28 Ord March 28

FIRST MEETINGS.

ABRAHAMS, RAINA, Plymouth, Picture Dealer April 14 at 11 Law Society's chmbrs, Athenæum ln, Plymouth

ADDINGLEY, SAMUEL, Tanshelf, Pontefract, Glass Bottle Manufacturer April 14 at 11.30 Off Rec, 6, Bond ter, Wakefield

BAKER, ALFRED AQUILA, St James st, Lieutenant Colonel April 15 at 11 Bankruptcy bldgs, Carey st

BAYST, FREDERICK WILLIAM, Hackney rd, Pork Butcher April 14 at 12 Bankruptcy bldgs, Carey st

BELLENBY, WILLIAM, Kippax, Yorks, Grocer April 14 at 11 Off Rec, 6, Bond ter, Wakefield

BROWN, ANNETTE JANE, Hereford April 14 at 12 Off Rec, 29, Queen st, Cardiff

BROWN, JOHN CROXTON, Stanwick, Northamptons April 16 at 12 Off Rec, County Court bldgs, Sheep st, Northampton

BULLOCK, HERBERT WILLIAM, Chatham April 15 at 12 Bankruptcy bldgs, Carey st

CLEMENTS, FRANCIS, Worthing, Provision Merchant April 13 at 12 Off Rec, 4, Pavilion bldgs, Brighton

CRICHTON, ROBERT J, Langport, Major April 14 at 12.30 Off Rec, Endless st, Salisbury

CROSBIE, CHARLES HOWARD, Mevagissey, Cornwall April 16 at 10 Off Rec, Boscawen st, Truro

DARTHALL, HENRY THOMAS, Cheltenham, Stationer April 14 at 3.15 County Court bldgs, Cheltenham

DENHAM, GEORGE, Brighouse, York, Cooper April 16 at 11 Off Rec, Townhall chmbrs, Halifax

DICKINSON, HENRY GEORGE, and JAMES WILLIAM DICKINSON, Morpeth, Livery Stable keepers April 13 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

DORE, WILLIAM BRASHER, Oxford, Tailor April 13 at 3.30 1, St. Aldate's, Oxford

GARDNER, DOUGLAS, and EDWARD BERTRAM HARTLEY, Birmingham, Patentees April 15 at 11 174, Corporation st, Birmingham

GRANT, JOHN WALKER, Stantonbury, Bucks, Draper April 16 at 12.30 Off Rec, County Court bldgs, Sheep st, Northampton

FENTON, RICHARD, and JAMES BUCKLEY, Newhey, Lancs. Calico Printers April 14 at 2.15 Townhall, Rochdale

FITZCLARENCE, The Hon WILLIAM GEORGE, Worthing April 14 at 3.30 Melville Green, Chapel rd, Worthing

HAMMOND, PERCY, Middlesborough, Butcher April 13 at 3 Off Rec, 8, Albert rd, Middlesborough

HARGREAVES, LAW ALFRED JAMES, Buxton, Derbys April 14 at 2.30 Off Rec, Byrom st, Manchester

HARRISON, THOMAS, Edith Weston Rectory, Rutlands April 14 at 12.30 Off Rec, 1, Berridge st, Leicester

HERZOG, FREDERICK, Cranwick rd, Stamford Hill, Cotton Broker April 14 at 1 Bankruptcy bldgs, Carey st

HUDDLESTONE, ANN, Grasmere, Westmrld, Temperance Hotel April 16 at 12 Grosvenor Hotel, Stramongate, Kendal

LAURENCE, JOSEPH, Aston, nr Birmingham, India Rubber Dealer April 14 at 12 174, Corporation st, Birmingham

LOWE, ERNEST ARCHER, Birkenhead, Grocer April 14 at 2.30 Off Rec, 35, Victoria st, Liverpool

MORRELL, JOHN WILLIAM, Nidd, York, Farmer April 15 at 12.15 Off Rec, 28, Stonegate, York

NAYLOR, GEORGE HEATH, Hoyland Nether, nr Barnsley, Postmaster April 14 at 10.15 Off Rec, Regent st, Barnsley

OSBORNE, WILLIAM HENRY, St George's rd, Southwark, Publican April 14 at 12 Bankruptcy bldgs, Carey st

OWEN, SEPTIMUS STANLEY, Openshaw, nr Manchester, Grocer April 14 at 3.30 Off Rec, Byrom st, Manchester

POWELL, JAMES, Feltham, Farmer April 14 at 11.30 24, Railway app, London bdge

RAWLINGS, WILLIAM ROBINSON, Worcester, Glover April 16 at 11.30 Off Rec, 45, Copenhagen st, Worcester

RULE, JOHN THOMAS, Camborne, Cornwall, Tin Streamer April 14 at 12 Off Rec, Boscawen st, Truro

SHRIMSEBG, JACOB, Bedford st, Commercial rd, Boot Manufacturer April 15 at 2.30 Bankruptcy bldgs, Carey st

SKEVINGTON, ALFRED, Leicester, Commercial Traveller April 15 at 12 Off Rec, 1, Berridge st, Leicester

SPENSLEY, ROBERT, Gt Grimsby, Wholesale Fruiterer April 15 at 11 Off Rec, 15, Osborne st, Gt Grimsby

STEWART, FREDERICK GEORGE, Newport, Mon, Hairdresser April 14 at 12 Off Rec, Westgate chmbrs, Newport, Mon

THORMAN & Co, Market st, Finsbury, Leather Dealers April 18 at 12 Bankruptcy bldgs, Carey st

WATSON, THOMAS HENRY, Sheffield April 15 at 3 Off Rec, Byrom st, Manchester

WEBB, JOHN ABRAHAM, Coventry, Tinplate Worker April 14 at 11 174, Corporation st, Birmingham

WILLIAMS, DAVID, Hulme, Manchester April 14 at 3 Off Rec, Byrom st, Manchester

WILLIAMS, WILLIAM, Porth, nr Pontypridd, Engine Driver April 12 at 12 65, High st, Merthyr Tydfil

WILLIAMSON, HENRY ALBERT, Bedford, Builder April 14 at 11.30 Off Rec, 1A, St Paul's sq, Bedford

WILSON, JAMES, Harp lane, Great Tower st April 15 at 12 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ALLINSON, JOHN BENJAMIN, Leeds, Boot Manufacturer Leeds Pet March 31 Ord March 31

BENTOTE, REGINALD JOSEPH, Acton, Financial Agent Brentford Pet Dec 18 Ord March 31

BLAKE, T F, Bristol, Grocer Bristol Pet March 4 Ord March 31

BOULD, JOSEPH, Longton, Staffs, Wholesale Cabinet Maker Stoke upon Trent Pet April 1 Ord April 2

BRAMHAM, THOMAS SHEPHERD, Leeds, Builder's Manager Leeds Pet March 30 Ord March 30

CLEWES, GEORGE HENRY, Derby, Grocer Derby Pet March 31 Ord April 1

DE BERNALES, EDGAR A, York bldgs, Adelphi, Editor High Court Pet Nov 25 Ord March 31

DICKINSON, HENRY GEORGE, and JAMES WILLIAM DICKINSON, Morpeth, Northumberland, Livery Stable Keepers Newcastle upon Tyne Pet March 5 Ord April 2

DODD, ALEXANDER RUSSELL, Montagu st, Portman sq, Surgeon High Court Pet Feb 25 Ord March 31

DERWITT, FRANK GIBSON, Gosport, Hants, Cycle Maker Portsmouth Pet March 31 Ord March 31

EWING, BASIL, Chesterfield, Derby, Corn Merchant Chesterfield Pet April 2 Ord April 2

FARMAN, HAROLD AUGUSTUS, Charing Cross, Solicitor High Court Pet March 11 Ord March 30

FINE, JACOB, Aberdare, Glam, Furniture Dealer Aberdare Pet April 1 Ord April 1

GREEN, BERNARD JOSEPH, Wolverhampton, Architect Wolverhampton Pet April 1 Ord April 1

GUEST, ARTHUR, and WILLIAM PRESCOTT, Rotherham, Builders Sheffield Pet April 2 Ord April 2

HOTINE, FREDERICK M, Regent st, Billiard Table Manufacturer High Court Pet Nov 23 Ord April 1

JONES, EMILY ELLEN, Walsall, Milk Purveyor Walsall Pet March 31 Ord March 31

LABARD, FREDERICK, Gracechurch st, Watch Maker High Court Pet Jan 26 Ord March 30

LOCK, THOMAS, Reading, Horse Dealer Reading Pet March 29 Ord March 29

LUNN, WALTER, Bellingham, Northumberland, Innkeeper Newcastle on Tyne Pet March 25 Ord April 1

MARSHALL, CHARLES WALKDEN, Oldham, Greengrocer Oldham Pet April 1 Ord April 1

MORRELL, JOHN WILLIAM, Nidd, Yorks, Farmer York Pet March 31 Ord March 31

MORTIMER, WILLIAM HENRY, Weston super Mare, Leather Merchant Bristol Pet Dec 21 Ord March 31

MOULDING, HENRY, Blackburn, Cabinet maker Blackburn Pet March 29 Ord March 29

PEEL, Sir ROBERT, Drayton Manor, Warwick, Baronet High Court Pet Dec 8 Ord March 30

POOLES, CLARA, Newport, I W, Schoolmistress Newport Pet March 30 Ord March 30

ROWLES, MATTHEW WILLIAM, Woking, Surrey, Builder Guildford Pet Dec 1 Ord March 30

SQUIRES, THOMAS, Bletchley, Bucks, Butcher Northampton Pet March 30 Ord April 2

STEVENSON, MATTHEW SINCLAIR, Queen Victoria st, Company Promoter High Court Pet Feb 11 Ord April 1

TALBOT, ELI, Worle, Somersets, Baker Bridgwater Pet April 1 Ord April 1

THOMAS, JOHN, Treorky, Glam, Licensed Victualler Pontypridd Pet April 2 Ord April 2

THORNLEY, HENRY, Essington, nr Wolverhampton, Farmer Wolverhampton Pet April 1 Ord April 2

TIBBITTS, THOMAS WILLIAM, Wednesbury, Butcher West Bromwich Pet March 31 Ord March 31

VEALL, GEORGE, Dunsmure rd, Stamford Hill, Builder High Court Pet Feb 17 Ord March 31

WILLIAMS, THOMAS, Brixton, Baker High Court Pet April 2 Ord April 2

WILLIAMS, WILLIAM, Porth, nr Pontypridd, Engine Driver Pontypridd Pet March 29 Ord March 29

Amended notice substituted for that published in the London Gazette of Feb. 18:

DAVIES, DAVID, Abergwilly, Carmarthens, Saddler Carmarthen Pet Feb 12 Ord Feb 14

Amended notice substituted for that published in the London Gazette of April 1:

WILLIAMS, DAVID, Hulme, Manchester Manchester Pet March 28 Ord March 28

ADJUDICATION ANNULLED.

PAGE, WILLIAM GRANT, Leicester, Shopkeeper Leicester Adjud Nov 27, 1894 Annul March 31

INCORPORATED LAW SOCIETY.

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The Council invite attention to the following scheme of education, adopted in 1892 with the object of affording assistance to Articled Clerks.

For the benefit of Clerks resident in London or who are able to attend, these classes are held and Tutors give advice and assistance at the Hall of the Law Society.

To those Clerks who are articled at a distance from large towns systematic instruction with advice and help is given, and a course of preparation through the post has been formulated.

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